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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The New County Court Judges.

THE VACANCY caused in the Oxfordshire County Court by the death of Sir THOMAS SNAGGE has been filled by the appointment of Mr. F. R. Y. RADCLIFFE, K.C., one of the leaders on the Western Circuit and Recorder of Portsmouth; and the vacancy at Leicester, caused by the death of Mr. WIGHTMAN WOOD, has been filled by the appointment of Mr. W. M. CANN of the equity bar. Mr. RADCLIFFE, who had a distinguished career at Oxford, is well known as a sound lawyer, and his appointment is a notable accession to the county court bench; and Mr. CANN will doubtless bring to his duties the practical qualities which are the chief essentials to the position.

The Arrears in the Court of Appeal.

WE PRINT this week the supplementary cause lists for the Court of Appeal and the Chancery Division. It is well known that the King's Bench Division has now got well up to date with its work, but the block in the Court of Appeal—particularly with the King's Bench Division appeals—continues, and the inconvenience and delay there are as marked now as they were till recently in the King's Bench Division. A third Court of Appeal is, apparently, about to be formed, but we doubt whether the authorities are sufficiently alive to the necessity of clearing off the arrears.

The Land Values Decisions.

WE DEAL elsewhere with the decisions of SCRUTTON, J., in the *Norton Malreward* and *Chells cases* on the valuation of agricultural land. The Attorney-General stated in the House of Commons on Wednesday that an appeal would be promptly brought, and that valuations of agricultural land would not in the meantime be

made on a basis inconsistent with the judge's decision. Presumably this means that no valuations will be made at all, for it is useless to make valuations while the principles of valuation are in suspense. It may be noted that the points decided by SCRUTTON, J., do not seem to be important so much for the amount of the figures involved; in the cases in question these were small compared to the value of the land; but because of the uncertainty which they introduce; and also because they call attention once again to the entirely artificial nature of the statutory land values.

Practical Legislation.

NO LITTLE interest has been aroused by Mr. JOHN GALSWORTHY's letter to the *Times* of last Saturday calling attention to the theoretical nature of many of the questions with which Parliament occupies itself, and urging that preference should be given to dealing with certain "barbarities to man and beast, concerning which, in the main, no real controversy exists." His lists of barbarities include ten items, commencing with "Sweating of women workers; insufficient feeding of children; employment of boys on work that to all intents ruins their chances in after-life—as mean a thing as can well be done; foul housing of those who have as much right as you and I to the first decencies of life." We do not mention these with a view to discussing them, and we do not suppose that Mr. GALSWORTHY thinks his letter will turn aside Parliament from giving the greater part of its energies to matters of party interest, while a mere fraction of time is given, and that only by chance, to questions of pressing practical importance. Mr. GALSWORTHY expresses what the *Times* in a leading article on his letter calls "the new discontent," but the discontent will not be immediately removed and turned into content. And there is reason for this. Parliament, indeed, is not like a municipal or district council, a body existing only to deal with pressing practical necessities of life. It is a body in which the clashing interests and feelings of a whole nation find expression, and ultimately lead to the peaceful and orderly government out of which alone the amelioration of human life for which Mr. GALSWORTHY pleads can arise.

The Authority of Parliament.

AND JUST now, when party feeling is likely to prove exceptionally strong, it is worth while to recall the description of it given by the greatest of modern jurists, a man who was himself quite outside party. "Party feeling," said Sir HENRY MAINE in "Popular Government," "is probably far more of a survival of the primitive combativeness of mankind than a consequence of conscious intellectual differences between man and man. It is essentially the same sentiment which in certain states of society leads to civil, inter-tribal, or international war; and it is as universal as humanity." We are, we trust, in these columns as detached from party feeling as was Sir HENRY MAINE himself, and with the merits of the Government of Ireland Bill we are not concerned. But we may try to reinforce other influences making for the support of law and order by pointing out that Parliament is the place where party feeling must exhaust itself, and that there can be no recourse to those earlier and barbaric manifestations of it to which Sir HENRY MAINE refers. In this country all questions are governed by the decision ultimately given in Parliament, and to suggest that that decision can be questioned in any other way than by appeal to Parliament itself is, in words we have already used, a grave disservice to the State.

Exemption of Reclaimed Land From Rates.

WE NOTICED last week the decision of the Court of Appeal in *The Associated Newspaper (Limited)* v. *London Corporation* (*ante*, p. 318) on the exemption from rates on land reclaimed in the 18th century from the Thames. The lands reclaimed under 7 Geo. 3, c. 37, are exempt from the entire poor rate, notwithstanding that it now includes rates levied for objects not known when the statutory exemption was made. A further case on the same subject, and between the same parties, has been decided by a Divisional Court (CHANNELL, SCRUTTON and BAILHACHE, JJ.) (*Times*, 4th inst.), this time relating to the consolidated rate and the police rate. As regards the former, the court followed *Sion College* v. *London Corporation* (1901, 1 Q. B. 617), and held that, since the assessment was new it was not within the exemption. The court does not seem to have noticed the suggestion made in the Court of Appeal that the *Sion College case* has been, in effect, overruled by *London Corporation* v. *Netherlands Steamboat Co.* (1906, A. C. 263). But the police rate is, in effect, the same as the old ward rate existing at the date of the statute of George 3, and hence it was held to be within the exemption.

Stamp Duty on Assignment of Foreign Debts.

THE DECISION of SCRUTTON, J., in *Velasquez* (*Limited*) v. *Inland Revenue Commissioners* (*Times*, 2nd inst), was inevitable, but it shews the hardship which may arise from the application of rules of law to matters with which practically they have no connection. Under section 59 of the Stamp Act, 1891, an agreement for the sale of personal property must be stamped with *ad valorem* duty unless it can be brought within certain exceptions, one being "property locally situate out of the United Kingdom." The application of this exception in the case of patents and goodwill has been the subject of decision in some well-known cases. Goodwill attached to business premises has been held to be situate abroad (*Inland Revenue Commissioners* v. *Muller's Margarine Co.*, 1901, A. C. 217); but patents, notwithstanding that they are granted and used abroad, have, it has been decided, no local situation, and do not come within the exemption (*Smelting Co. of Australia* v. *Inland Revenue Commissioners*, 1897, 1 Q. B. 175; *Urban* v. *Inland Revenue Commissioners*, 29 T. L. R. 476); and similarly with regard to an agreement for the transfer of the benefit of a contract relating to land situate abroad (*Danubian Sugar Factories (Limited)* v. *Inland Revenue Commissioners*, 1901, 1 Q. B. 245). In the present case the question has arisen on an agreement for the sale of a business in Buenos Ayres. Among the assets comprised in the sale were book debts which belonged to the vendor as part of the business. It was contended for the purchasers, who were a company incorporated in England, that the book debts were "property locally situate out of the United Kingdom," and apart from legal technicalities this would be, no doubt, correct. But in view of the rule upon which the above decisions are founded—namely, that contractual rights have no local situation—it seems impossible to bring debts within the exception, notwithstanding that they have been contracted and are to be paid abroad. Section 59 should, of course, be amended so as to give to "property locally situate" abroad a meaning in law corresponding to that which it has in fact.

Attenuated Cause Lists in the King's Bench Division.

THE ABSENCE of a fair proportion of the judges on circuit, and the fact that the two last vacancies in their number have not been filled up, has apparently had no effect in checking the dispatch of business in the different courts of the King's Bench Division. The list of special jury cases continues to shrink, and there is a fair prospect that it may be brought to an end before the vacation at Easter. The same shrinkage is observed in the common jury and non-jury lists. Gloomy predictions are heard as to the prospects of the bar, particularly with regard to those King's Counsel whose practice is chiefly in Middlesex and on the South-Eastern Circuit. It has even been said that the situation is wholly without precedent. But some comfort may be derived from an account of what occurred immediately after the passing of the Judicature Act. Special jury cases before the year 1873 were not, as a rule, taken during term, and those who entered them in the lists had usually a liberal interval of time which they could devote to preparation for trial or negotiations for a settlement. This repose was rudely disturbed by the passing of the Act. Lists of special jury cases which were taken during term disappeared with such rapidity that a general unbelief in the stability of business was freely expressed. It was found, however, after a while, that fresh causes appeared in the lists as numerous as, and more substantial in character than, those which preceded them. There is, we think, no reason to doubt that this experience will be renewed during the coming year.

Service of Divorce Court Process Abroad.

THREE POINTS of interest were decided by the President of the Probate Division in the curious case of *Countess de Gasquet James* v. *Duke of Mecklenburg-Schwerin* (reported elsewhere). The plaintiff and defendant were both of them aliens who had neither British nationality, nor a domicile, nor a residence in this country, but came over here and got married in England on the 15th of June, 1911. Shortly afterwards the marriage was declared null and void by a German court of competent jurisdiction. Thereupon the countess was anxious to ascertain whether or not the English law regarded her marriage as binding, and to do so she presented in the Divorce Court a petition for the restitution of conjugal rights, or alternatively for a declaration that the marriage was a valid and subsisting marriage. Now a preliminary point at once arose as to whether the court had jurisdiction to hear such a petition. The citation and petition were served on the respondent in Germany, and he appeared under protest. Since the respondent was neither domiciled in this country, nor residing in this country at any time before or since the marriage, nor within the country when process was served upon him, it is not easy to see any possible ground for holding that the court had jurisdiction to entertain the suit. One was suggested, however, namely, that the marriage took place in England, and that the enforcement of marital rights was a matter ancillary to the marriage, so as to give the court jurisdiction; but this subtlety did not commend itself to the President. It is true that in the case of *Simonin* v. *Mallac* (1860, 2 Sw. & Tr. 67), process was allowed to be served on a foreigner out of the jurisdiction in an action for restitution, but the point was not there taken. This preliminary point was, therefore, decided against the petitioner, the court holding that the service of process was invalid.

Jurisdiction of the Divorce Court.

BUT THE second question raised, namely whether the court would have had jurisdiction even if the service had been valid, was also decided by the President. He held that, since the parties had never resided in England or intended to grant each other conjugal rights in England, the court had no jurisdiction over refusal of such conjugal rights. There remained the point as to whether or not the court had jurisdiction to make a declaratory order upon the validity of the marriage. In the Chancery or the King's Bench Division such a declaratory order can, of course, be made since the Judicature Acts, in the absence of any other power to grant relief, under ord. 25, r. 5; but this order does not apply to the Probate, Divorce and Admiralty Division, which has special rules and a special practice of its own on the matter. That special practice seems limited by the Legitimacy Declaration Act, 1858, to the making of declarations that a marriage is valid when prayed for by issue of the marriage, and not in other cases. From time to time, too, various special Acts have been passed, *e.g.*, the Greek Marriages Act of 1884, which expressly confers jurisdiction on the court to make declarations as to the validity of these marriages; hence, in the absence of a special Act, the absence of any such power seems to follow from the principle that *expressio unius est exclusio alterius*. The result seems to be that the declaration asked by the respondent in the alternative cannot be made by the court; but it certainly seems unsatisfactory that persons married in this country cannot in such a case obtain the decree of the court as to the validity of their union.

Inconsistent Pleas.

A QUESTION not always so easy to decide as it looks arises when a defendant pleads in the alternative two defences, which cannot both be true at the same time. *Prima facie* one would imagine that such a defence was calculated to "prejudice, embarrass, or delay," and, therefore, liable to be struck out by the court, on application under ord. 19, r. 27. Of course, where inconsistent pleas are pleaded cumulatively, not alternatively, this is so; but it is now well settled that when they are merely pleaded in the alternative no such result necessarily follows: *Re Morgan* (35 Ch. D. 492). In the case quoted, indeed, an extraordinary series of alternatives were pleaded. The representative of a deceased wife sued the executor of a deceased husband in respect of funds which the husband was alleged to have received in his lifetime as trustee for the separate use of his wife; and to this the following eight defences were pleaded: (1) The money had not been received; (2) if received, not as trustee; (3) if received, it had been repaid; (4) alternatively, free gift by the wife; (5) alternatively, accord and satisfaction; (6) alternatively, a set off; (7) the Statute of Limitations; (8) laches and delay. It will be observed that the first six of these defences are alternatives, and that not one of the first five can possibly be true at the same time as the others. NORTH, J., accordingly, struck out 3, 4, 5 and 6 as embarrassing; but the Court of Appeal discharged this order on the now well known ground that, where the defendant really cannot have personal knowledge of the facts, his only safe course is to plead every possible defence. But there is a limit to the tolerance with which inconsistent alternatives in a pleading will be regarded by the court, and this limit was reached in *Chapman* v. *Westerby* (reported elsewhere). Here a defendant (1) paid £50 into court in satisfaction of the plaintiff's claim, and (2) alternatively denied liability and paid in another £150. In other words, he attempted both to admit and to deny liability. The impossibility of this course seems obvious, and WARRINGTON, J., ordered the defence to be amended. The correct course for a defendant in the circumstances seems to be to deny liability and pay in £200, and liberty to amend in this way was given by the court.

Divided Jurisdiction.

JURISDICTION TO stay proceedings commenced in another court has been conferred on every division of the High Court by the Judicature Act, 1873, with a view to preventing "multiplicity of legal proceedings," and "so that, as far as possible, all matters so in controversy between the said parties respectively, may be completely and finally determined" (*Ibid.*, section 24 (5) and (7)). But to apply large discretionary powers and wide general maxims is not always so easy as it is to formulate them. A case which seems to have given some difficulty came before EVE, J., in *Wooster* v. *Chapman* (*Times*, 4th inst). Here the plaintiff had signed on September 10th, 1913, a document to pay the defendant £930 by monthly instalments of £10. So far as we can gather from the report, this document seems to have been a promissory note, and this, like a cheque or a bill of exchange, is a negotiable instrument, with the result that consideration is presumed in law until evidence negativing consideration, or shewing a tainted consideration, is adduced by the party sued on the instrument. The plaintiff's story was that he gave the note and a cheque for £100 to meet a gambling debt and under pressure from the defendant; but the defendant's story was that he had helped the plaintiffout of a mess, in consideration for which service he received the note. In any event, the instalments were not met, and the defendant, as holder of the note, sued for four of them, £40, in the county court. The plaintiff thereupon commenced in the Chancery Division of the High Court an action for cancellation of the agreement, for, since the value of the consideration exceeded £500, it would seem that the equity side of the county court had no jurisdiction to entertain a counter-claim for such cancellation. He then moved in the Chancery Divison to stay the prior proceedings in the county court, and we should have supposed that his right to a stay, if not exactly "*ex debito justitiæ*," was at any rate a very strong one. In no other way could a satisfactory conclusion of all matters relating to the document be had between the parties; and EVE, J., granted the stay asked for, though, not it seems, without some doubt. He imposed the reasonable condition, that the plaintiff should prosecute the action with the utmost diligence.

Custom in Contracts of Sale.

"THE LAW is this without custom, and custom cannot override the law." So COLERIDGE, J., had said to a special jury in the recent case of *Cointat* v. *Myham & Sons*, which came before the Court of Appeal on January 30th. Unfortunately this statement is neither true as a general proposition, nor was it true in the particular circumstances with which his lordship was concerned; proof of a general custom—unless inconsistent with

public policy or with some general principle of law—can always vary legal rules of contract; and even proof of a local custom can sometimes do so. But the Sale of Goods Act, 1893, s. 55, goes a step further than this; and it was a point arising out of that Act with which Lord COLERIDGE was dealing. "Where any right, duty, or liability,"—so runs the section—"would arise under a contract of sale by implication of law, it may be negatived or varied by express agreement, or by the course of dealing between the parties, or by usage, if the usage be such as to bind both parties to the contract." In *Cointat* v. *Myham & Sons* the plaintiff, a butcher, had purchased from a meat salesman at Smithfield Central Market the carcase of a pig; it was bought by him (according to the jury's finding) as "reasonably fit for human food." It turned out to be tuberculous, and the plaintiff was summoned for selling it under section 47 of the Public Health (London) Act, 1891. He sued the defendant to recover the fine and costs and certain other losses as damages for breach of an implied warranty. Now there is no doubt that in these circumstances section 14 (1) of the Sale of Goods Act created an implied warranty that the article bought was reasonably fit for its purpose. But the defendant claimed that there was a special custom in the market negativing this implied warranty in the absence of an express warranty, and evidence of this custom was given. The learned judge, however, in the passage we have quoted, directed the jury to disregard this evidence and since this was a misdirection in law the Court of Appeal sent the case back for a new trial.

The Reading of Briefs.

IN A newspaper report of recent trials at the London Sessions it is mentioned that the counsel selected by one of the prisoners was handed the depositions, and after reading them for five minutes was able to cross-examine the prosecutors with such effect that the jury intimated that they had heard enough and stopped the case. The power of quickly reading and appreciating the contents of a brief is certainly one of the most useful gifts in advocacy. In using the term "gift" we do not doubt that this power may be highly cultivated by experience, but in a large proportion of cases it is founded upon natural quickness of apprehension. It will happen, of course, that many of the cases in the criminal and common jury courts closely resemble each other, and the barrister can easily anticipate the story which is related to him. This observation applies also, though in a less degree, to cases of more weight and intricacy, such as those relating to commerce and shipping. In such matters the labour of carefully perusing the masses of paper placed before counsel on the evening before the trial is excessive, and he is often indebted to an assistant for preparing an epitome of the cases. We were surprised to hear on good authority that the late Sir CHARLES BUTT, who, before he was raised to the bench had an extensive practice in Admiralty and shipping cases, went on till the end of his career at the bar, rising at five o'clock in the morning for the purpose of reading his briefs. How far such assiduous labour was strictly necessary it is not easy to say, but there can be no doubt that the superior industry of an opposing counsel will give him great advantages in the contests of the bar; and we may add that the nature of the work in the Chancery Division makes it hopeless for any counsel to deal with it who has not most minutely studied his papers, a study which, we have every reason to believe, is always undertaken.

The Late Sir Frank Lockwood.

WE COMMEND to the notice of our readers some very interesting reminiscences of the late Sir FRANK LOCKWOOD which are contained in Sir HENRY LUCY'S instalment of "Sixty Years in the Wilderness" in the March *Cornhill*. Naturally the article starts with a reference to Sir Frank's sketches, and it seems that he had at home a large collection of caricatures of judges and other eminent persons which were occasionally matters of some embarrassment. When the subjects came to dinner the mementoes personal to themselves had to be carefully put away. "'It is a strange thing, Mr. LOCKWOOD,' said Lord Chief Justice COLERIDGE, turning over one evening a portfolio containing more or less freely drawn portraits of his learned brethren on the bench 'a very strange thing that you don't seem ever to have drawn me.' If he had only seen the contents of a large envelope carefully disposed in a drawer before his arrival, the Lord Chief Justice would have had food for other reflection."

Sale of a Business to Avoid Bankruptcy.

WHEN a trader has got into difficulties, but there is a good chance of their being surmounted if the business can be kept on foot as a going concern, it is not an unusual thing to convert it into a company, the trader continuing to carry it on and the creditors accepting satisfaction of their debts in shares or debentures. But the decision of HORRIDGE, J., this week in *Re David and Johnson* (reported elsewhere) shews that this is a hazardous course to take unless all the creditors assent.

In that case the traders, in July, 1913, called a meeting of their principal creditors and submitted an account shewing liabilities £20,000 and assets £27,000. It was suggested that the course outlined above should be adopted, and that the creditors should accept debentures as security for their debts. A large majority of the creditors were in favour of this scheme, but one creditor who held dishonoured acceptances for some £1,150 declined to come in. However, the scheme was proceeded with, and a company registered with a capital of £15,000 in £1 shares. The debtors entered into an agreement with the company for sale of the business as a going concern for £25,000, payable as to £5,000 in fully paid-up shares, and as to £20,000 in debentures. This was completed in August, and debentures were issued to the assenting creditors as nominees of the vendors; but about the same time the dissenting creditor referred to above obtained judgment for his debt, and the bankruptcy of the debtors followed on a petition presented by him. He then took proceedings in the name of the trustee in bankruptcy to have the transfer of the business to the company set aside. These proceedings were supported by creditors representing £4,200, and opposed by creditors representing £9,022.

In all questions of this kind it is necessary to consider the validity of the transaction, both under the Statute of Elizabeth (13 Eliz. c. 5), and under the Bankruptcy Act, 1883. Under the Statute of Elizabeth any alienation of property made with the intention of delaying, hindering, or defrauding creditors is void as against them; but to make the alienation void, a fraudulent intent must be established. If the alienation is voluntary, and its natural effect is to delay creditors, then a fraudulent intent will be inferred (*Freeman* v. *Pope*, 5 Ch. App. 538); but where the alienation is for value, no such inference is made, and it is for the creditor who desires to impeach it to give affirmative evidence of the fraudulent intent (*Freeman* v. *Pope*, *supra*, at p. 544; *Re Johnson*, 20 Ch. D., p. 324; see *Re Holland*, 1902, 2 Ch. 360) In the present case the alienation was for value, and there was no fraudulent intent. It was a *bona fide* transaction meant to enable the debtors to clear off their debts. Hence the assignment was not within the Statute of Elizabeth.

But there is also the Bankruptcy Act, 1883, and among the acts of bankruptcy specified in section 4 (1), there is "(b) if in England or elsewhere [the debtor] makes a fraudulent conveyance, gift, delivery, or transfer of his property, or of any part thereof." This provision, as was said by LINDLEY, L.J., in *Re Hirth* (1899, 1 Q. B. 612), enormously extends the provision contained in the Statute of Elizabeth. In particular, it is not necessary to prove any actual fraudulent intent. The Bankruptcy Acts, prior to 1869, included in the definition of this act of bankruptcy the words "with intent to defeat and delay his creditors," but even under these words the intent was matter of inference, not of proof. Acts which prevented the distribution of property in accordance with the law of bankruptcy were treated as acts done to defeat or delay creditors, and therefore fraudulent, and the omission of these words in the Bankruptcy Act of 1869, and then of 1883, has not altered the law (*Re Wood*, 7 Ch. App., p. 306). If, in fact, creditors are defeated in having recourse to their ordinary remedies, then the

alienation is fraudulent within the Bankruptcy Act, and is an act of bankruptcy, even though it is made for good consideration (*Re Sharpe*, 83 L. T. 416). In some previous cases the assignment of a business to a company in order to avert the consequences of insolvency has been held to be an act of bankruptcy (*Re Hirth* (*supra*); *Re Sharpe* (*supra*); *Wheatley's Trustee* v. *Wheatley*, 85 L. T. 491). In *Re Harris* (54 W. R. 460), a Divisional Court (BIGHAM and DARLING, JJ.) avoided this result on the ground that the debtor, by selling his business to a company, had merely changed the assets, and that these were subject to execution at the suit of creditors. But in that case there appears to have been no arrangement for dividing the debentures which were issued as consideration among the creditors. In the present case, the assenting creditors had taken their proportion of the £20,000 debentures, and only the balance remained for the others, and in fact this appears to have been insufficient. Possibly this is a somewhat thin reason for distinguishing the case from *Re Harris*, and it may be that the decision there, and the decision of HORRIDGE, J., in the present case, and also the decision in *Re Sharpe* (*supra*) cannot stand together. But HORRIDGE, J., held, that here, as in *Re Sharpe*, where cash was paid for the business, the assignment in fact tended to defeat or delay creditors, and was an act of bankruptcy. Hence it was void against the trustee in bankruptcy. It seems, therefore, as we intimated above, that the only safe rule, in converting a business into a company under such circumstances, is to obtain the assent of all the creditors.

Site Value of Agricultural Land.

THE Land Value sections of the Finance Act, 1910, deal with difficult and technical points both of real property law and valuation, and the questions which they raise have already produced a series of interesting decisions. We may add that they have also been the cause of some very able judgments of the judges of the King's Bench Division entrusted with the Revenue Paper. We referred recently (*ante*, p. 280) to the judgment of SCRUTTON, J., in *Allen* v. *Inland Revenue Commissioners* (1914, 1 K. B. 327), on the incidence of undeveloped land duty, which turned upon the relation in equity of vendor and purchaser under an uncompleted contract for sale, and which was affirmed by the Court of Appeal (*ante*, p. 318); and a still more important judgment has been given by the same learned judge in *Inland Revenue Commissoners* v. *Smyth* (*Times*, 2nd inst.), which has been known as the *Norton Malreward case*. Its effect is to upset the principles on which the valuation of agricultural land has proceeded, and to shew that the valuations so far made have been wrong.

In attempting to explain cases under the Act, we have from time to time called attention to the unpractical and artificial character of the land values defined by section 25, and the difficulty of understanding and applying the Act has been enormously increased by these definitions. We start with gross value (G), and theoretically this is simple enough. It is "the amount which the fee simple of the land, if sold at the time in the open market by a willing seller in its then condition, free from incumbrances, and from any burden, charge, or restriction (other than rates and taxes), might be expected to realise." In any case the valuation made under this definition is little more than a guess, more or less successful as subsequent events may show. But, assuming that the valuation can be made, the subject to be valued is clear. It is the property, as it stands, free from incumbrances, and where the property is agricultural land, its value of course includes the unexhausted tillages for the time being.

But the Government valuers have gone on another theory. They have introduced into the definition something which is not there. They have said land is normally held by a tenant, and in valuing the fee simple you must subtract unexhausted tillages because these belong to the tenant and not the landlord, and, if he quits, he will be entitled to be paid for them as tenant right. And in the present case the referee so far assented to this division of interest as to assess the tenant right separately at £300, though, since he held that the gross value must include this, he added it to the valuation of the landlord's share of the property, and this made G to be £11,935.

This method, however, as SCRUTTON, J., has held, is wrong. The land is to be valued "in its then condition," and in this valuation the unexhausted tillages must be included. But the increase in value thus arising may or may not be the sum representing tenant right. The valuation is not to be made on the footing of a division of interest between landlord and tenant; it is a valuation of the fee simple, and under section 41 "fee simple" means the fee simple in possession not subject to any lease. Hence the land must be valued, tillages and all, on the footing that it is in the possession of an occupying owner, or, as the learned judge put it, referees in valuing the land "in its then condition" should include in the gross value any sum attributable to the value of unexhausted manure or tillages performed. Assuming that the sum of £300 was properly attributable to this value, then the gross value (G) was, as the referee had found, £11,935.

Then we come to full site value (F). This is, in fact, the same as divested value (D); but though divested value is, perhaps, the most important value of all, the statute knows nothing of it as an independent value. The Act calls it instead "full site value," and defines it as G – (G – D); which, getting rid of the algebra is, of course, simply D, and this is the value of the land "divested of any buildings and of any other structures (including fixed or attached machinery) on, in, or under the surface, which are appurtenant to or used in connection with any such buildings, and of all growing timber, fruit trees, fruit bushes, and other things growing thereon." In practice we gather that the statutory method of arriving at full site value (F) is ignored, and that divested value is obtained by deducting from gross value the value of the buildings and other matters just enumerated. This, at any rate, was the course adopted by SCRUTTON, J., and the particular questions on this head were whether (1) grass, and (2) the cost of a formed road, were to be deducted; the former under the words "and other things growing thereon," and the latter under the words "any other structures." The value of the grass was £1,150 and of the road £182, and if these were to be divested, with the buildings and other matters, the divested value (D) was £4,625, and this, as already pointed out, is the same as full site value (F).

It is needless to follow at length SCRUTTON, J.'s interpretation of "other things growing thereon." The question is whether the words are to be taken literally—in which case they clearly include grass—or whether they are restricted, in accordance with the *ejusdem generis* rule, to growths of the same nature as trees and bushes; or, as it was put, to "vegetable growths of a permanent woody character." The learned judge held that such restriction was not admissible, and his decision is in accordance with the principle of the Act which, as stated by Lord HALDANE, C., in *Inland Revenue Commissioners* v. *Herbert* (1913, A. C., p. 333), is to arrive at the "value of the bare site." This means that the concluding words are perfectly general, and include grass and growing crops equally with trees and bushes. Indeed, otherwise it is not easy to see to what growths they refer. Hence SCRUTTON, J., held that the referee was right in divesting grass, and the sum of £1,150 representing its value was properly deducted. As to the road, it was agreed that it was used in connection with the buildings on the land, and the question was whether it was a structure; a question which the learned judge held to be one of fact, depending on the nature of the road. A gravel path is not a structure; a road formed of wood blocks or concrete is; and between these there are many intermediate varieties. "I think," said the learned judge, "a structure is something artificially erected, constructed, put together, of a certain degree of size and permanence, which is still maintained as an artificial erection, or which, though not so maintained, has not become indistinguishable in bounds from the natural earth surrounding. What degree of size and permanence will do is a question of fact in every case." In the present case he held, apparently with some hesitation, that the road was a structure, and hence its value was properly deducted, so that the full site value (F or D) was, as above stated, £4,625.

The total value (T) is the gross value after deducting the

value of fixed charges and other burdens on the land, such as public rights of way, easements and restrictive covenants, all of which can be described as outsiders' rights or O. Thus T = G – O. Here the nature of O did not appear, but its value was £116, and the total value (T), *i.e.*, £11,935 – £116, was £11,819. The Act next defines assessable site value (A) as T – (G – D) – E. Where E stands for the various matters —expenditure of a capital nature, &c.—enumerated in section 25 (4); and this, if the proper substitutions are made, becomes D – O – E; so that, since D has been already fixed at £4,625, and O at £116, the only question is, What is to be deducted under E?

Now E covers the four paragraphs (b) to (e) of section 25 (4), and paragraph (d) includes "goodwill or any other matter which is personal to the owner, occupier or other person interested for the time being in the land." Under this head the referee deducted £66 for the value of twenty-two acres of grass laid down by the tenant for which he could not claim compensation, and also the sum of £300 already mentioned as the value of unexhausted manures and tillages. But SCRUTTON, J., held that these were not matters "personal to the owner." Whatever that phrase might mean, it did not include "works executed by the owner." Thus there was no deduction to be made under E, and the assessable site value (A), was D – O; *i.e.*, £4,625 – £116, or £4,509. Thus the net result is that the practice of the Government valuers is held to have been wrong, (1) in deducting the value of tenant right in arriving at gross value; and (2) in not deducting the value of grass, and of roads so made up as to be "structures," in arriving at divested value (F or D). We may suggest that the values as used above—with respect to which we may refer to a very useful letter from a correspondent in 55 SOLICITORS' JOURNAL, p. 736—are much more simple than the values as defined by the Act, and that the statutory definitions introduce needless complication into a system of valuation which in any case must be hypothetical and difficult.

The other case decided by SCRUTTON, J., at the same time—*Inland Revenue Commissioners* v. *Hunter*, known as the *Chells case*—raised similar questions to those in the *Norton Malreward case*, and also the question whether the value of sporting rights should be included in the valuation of the land for agricultural purposes made under section 26 (1). The value of these rights was £245. In the provisional valuation they were not included, and the valuation for agricultural purposes was £9,755. The referee included them and so brought the valuation up to £10,000. The Act itself does not furnish much guidance. Section 26 simply directs the ascertainment of "the value of the land for agricultural purposes." Section 7, in exempting certain agricultural land from increment value duty, has a proviso referring to the value of the land for sporting purposes, but this gives no certain guide to the meaning of section 26. SCRUTTON, J., adopted the common-sense view that sporting is not, any more than building, included in the use of land for agricultural purposes, and he accordingly held that the £245 should not be included, thus affirming the view originally taken by the Crown valuers.

In the House of Commons, on the 26th ult., Mr. Silvester Horne asked the Secretary for Foreign Affairs whether he was able to state to the House what reply he proposed to make to the United States Government in regard to the conclusion of an arbitration treaty between the United States and this country. Sir Edward Grey: The Arbitration Convention between His Majesty's Government and the United States Government of 1908 was renewed on the 31st of May last, and I hope that ratifications will shortly be exchanged. His Majesty's Government are at present considering proposals that have recently been made to them by the United States Government for concluding a treaty establishing Peace Commissions. The draft treaty submitted to us by the United States Government seems to be generally acceptable, but we must consider it with the self-governing Dominions, as some special provision will be required to meet their interests. In further answer to Mr. Horne, who asked as to the terms of the treaty, Sir E. Grey said: If my hon. friend means the general terms of the draft treaty, I must first inquire whether the treaty has been actually published by the United States. It is their draft, not ours. If they have no objection, I will certainly give the information to the House.

Reviews.

Books of the Week.

Comparative Legislation.—The Journal of the Society of Comparative Legislation. Edited by Sir JOHN MACDONALD, C.B., LL.D., and EDWARD MANSON. Assistant Editor, C. E. A. BEDWELL. January, 1914. New Series, Vol. 14, Part 1. John Murray. 5s. net.

Mohammedan Law.—Code of Mohammedan Personal Law according to the Hanafite School. By MOHAMMED KADRI PASHA. Translated by WASEY STERRY, M.A., Barrister-at-Law, Chief Judge of the Sudan, and N. ARCARIUS, Ph.M., LL.B., Civil Magistrate of the Khartoum Civil District Court. Spottiswoode & Co. (Limited.)

Correspondence.

Agreements in Breach of the Solicitors Act, 1843.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In an article under the above heading in your issue of the 14th ult. there is the following passage:—

"The agreement was in the form of an informal letter addressed to the managing clerk by his employer, and clause 1 ran as follows:—'I agree to engage you as my managing clerk and to pay you a salary of £3 10s. a week, and, in addition, a bonus of 25 per cent. on all gross costs and other profits . . . . received by me on all business introduced by you directly or indirectly'; such was its wording. A very harmless and natural business arrangement will be the reader's first comment. Surely there is nothing unprofessional in a managing clerk bringing clients to his employer and receiving a bonus for his zeal!"

I venture to hope that the view thus expressed will not be generally endorsed by the profession.

In the case which gave rise to your article the Divisional Court apparently held that the agreement was not illegal, so far as quoted above, though they held it illegal in consequence of a subsequent clause.

But a practice may well be unprofessional though not illegal, and, with great deference, I would submit that an agreement to share profits with an unadmitted clerk is open to serious objection.

I will mention two specific grounds on which I would base my objection.

Such an agreement, if not illegal, is likely to lead to illegality—the illegality of the clerk practising in the solicitor's name. And on this ground an agreement with an unadmitted clerk for the sharing of profits seems even more objectionable than an agreement with an unadmitted man who is not a clerk.

Secondly, the agreement is likely to lead to touting for business—a thing which the solicitor would have great difficulty in preventing.

If you think such an agreement is "harmless and natural" in the case of a solicitor, would you be prepared to defend it in the case of other professions, such as the bar or the medical profession?

Feb. 27. W. H. W.

[We are obliged for our correspondent's letter, but as we believe the case in question to be under appeal, perhaps it will be better to postpone any further discussion of the matter.—ED. *S.J.*].

The Settled Land Acts and Options of Purchase in Building Leases.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In thanking you for the very ample way in which you recently (in your issue of the 10th January) dealt with my complaint as to the partiality of the remedy against the decision in *Re Crunden and Meux's Contract* (1909, 1 Ch. 690), furnished by section 8 of the Conveyancing Act, 1911, may I be permitted to indulge in a grumble against an amendment of another well-known Act of Parliament.

Your readers will be familiar with the practice of land-owners who, after entering into a building agreement in relation to an estate, when the time comes, grant the leases direct to the purchasers of the houses by the direction of the builders. A very usual plan is for improved ground-rents to be created on the grant of the earlier leases, in which case some of the later leases are granted at less than a normal ground-rent. The Settled Land Act, 1882, recognised this practice by enacting under section 8 that, where land is contracted to be leased in lots, the entire amount of rent to be ultimately payable may be apportioned among the lots *in any manner*, subject to certain reservations to which it is unnecessary, for the purposes I have n view, to refer. Hence the plan of creating improved ground rents

on the grant of leases by the tenant for life under the Settled Land Act is fully recognised and freely resorted to.

The desire of builders to have the option to acquire the fee simple of the houses built by them was not provided for by the Act of 1882, and hence the short amending Act of 1889 was passed.

Unfortunately that Act, and here my complaint arises, ignored the practice of creating improved ground rents (so carefully provided for by the Act of 1882); and hence in a recent case, where the fee simple of one of the plots upon which builders (tenants under a building agreement of a considerable area of land from a tenant for life) had designed to create an improved ground rent was being dealt with, the solicitors for the tenant for life of the estate have taken the point that they must insist in the particular case upon "the best price which can be reasonably obtained" under section 2 of the Act of 1889 being paid.

Fortunately in this case another way round has been found, but I venture to suggest that there is a defect in the wording of section 2 of the Act of 1889 which would have been avoided had the draughtsman kept section 8 of the Act of 1882 in his mind's eye when engaged upon the amending Bill. E. S. W.

March 3.

An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, ESQ., Barrister-at-Law.

VII.

(Cases decided since last Epitome, Vol. XLII., p. 763.)

(*Continued from page* 318.)

(4) DECISIONS AS TO NOTICE OF ACCIDENT—(*cont.*).

Ford v. *The Gaiety Theatre* (*Limited*) (C.A.: Cozens-Hardy, M.R., Evans, P., and Eve, J., 29th January, 1914).

FACTS.—A stage hand on the 24th February, 1913, according to the evidence of a fellow-workman, ran a splinter into his left hand. On the following day he came to work, but was called home owing to the illness of his daughter. At 6 p.m. he complained that the thumb of his right hand was swollen. On the 28th February he was visited by a fellow-workman, who reported the fact that he was ill to the master carpenter. It was the custom of the employers to pay their workmen wages during illness for a certain period, irrespective of their liability under the Act. On the 5th March the workman died from blood poisoning. An inquest was held on the 10th March, and written notice of the accident was given on the 19th March. The particulars of claim alleged that the death resulted from an injury to the right hand, and at the hearing the doctor spoke of a wound on his right hand only. The county court judge held that the doctor was mistaken, and that the right inference was that the death resulted from the injury received at work to his left hand. He also held that the employers had not been prejudiced by want of notice.

DECISION.—The difficulty of ascertaining which hand had been injured shewed that the employers had been prejudiced. Also (Evans, P., dissenting) the applicant had not satisfied the burden of proving the accident alleged in the particulars. (*From note taken in court.*)

Hodgson v. *Robins, Hay, Waters, & Hay* (C.A.: Cozens-Hardy, M.R., Evans, P., and Eve, J., 30th January, 1914).

FACTS.—A charwoman slipped on the stairs in her employer's premises on the 8th July, 1913, and twisted her knee. On the following day she slipped on the stairs in her own house and broke her knee-cap. Notice of the accident was not given until the 29th January, 1913. The county court judge found that the fall on the 9th July was really a result of the fall on the 8th July, and that the employers had not been prejudiced by failure to give earlier notice of the accident.

DECISION.—The finding that the accident arose out of and in the course of the employment could not be interfered with, but on the evidence the employers had been prejudiced by want of notice. Appeal allowed. (*From note taken in court.* Case reported *W. N.*, 7th February, 1914, p. 47.)

(5) MISCELLANEOUS DECISIONS.

Bonney v. *Joshua Hoyle & Sons* (*Limited*) (C.A.: Cozens-Hardy, M.R., Evans, P., and Eve, J., 14th, 19th, 28th, and 30th January, 1914).

FACTS.—A workman, who was an insured person under the National Insurance Act, 1911, was injured in an accident, and paid compensation at the rate of 9s. 6d. weekly. After six months he entered into an agreement with his employers for the redemption of the weekly payments for £10. On a memorandum of the agreement being sent to the registrar, he notified the approved society in which the workman was insured. They objected to the agreement being recorded on the ground that the sum was inadequate. The registrar referred the matter to the county court judge, and at the hearing the approved society was represented by counsel. Objection was taken to this, but the judge ruled that they had a *locus standi*, and awarded them costs. On the hearing of the appeal a preliminary objection was taken that the appeal lay to the Divisional Court, and not to the Court of Appeal.

DECISION.—The appeal lay to the Court of Appeal. The approved society were not "parties interested" within Schedule II. (9), and rule 44 (3), so far as it purports to say that they are, is *ultra vires*. The society therefore had no *locus standi*, and there was no jurisdiction to award them costs. (*From note taken in court.* Case reported SOLICITORS' JOURNAL, 7th February, 1914, p. 268; *L. T.* newspaper, 7th February, 1914, p. 376; *Times*, 31st January, 1914; *L. J.* newspaper, 14th February, 1914, p. 97; *W. N.*, 7th February, 1914, p. 43.)

Walsh v. *Lock & Co.* (*Newland*) (*Limited*) (C.A.: Cozens-Hardy, M.R., Evans, P., and Eve, J., 22nd January, 1914).

FACTS.—A workman, who was injured, was paid compensation for nine months by his employers; they then discontinued the payments on the ground that the incapacity was due, not to the injury, but to the workman's refusal to have a finger amputated. The workman filed a request for arbitration, and at the hearing the doctors on both sides agreed that the operation was not attended with risk, and would probably result in the workman being able to return to work. The county court judge held that the workman was not unreasonable in refusing to undergo the operation, because the employers had not offered to pay compensation if it turned out to be unsuccessful, and he made an award in favour of the workman.

DECISION.—The judge directed his mind to the wrong question. All the evidence supported the view that the man was unreasonable in refusing to undergo the operation. (*From note taken in court.* Case reported *L. T.* newspaper, 31st January, 1914, p. 345.)

Gotobed v. *Petchell* (C.A.: Cozens-Hardy, M.R., Evans, P., and Eve, J., 22nd January, 1914).

FACTS.—An employer who was paying a workman 5s. weekly under an award filed a request for arbitration; the relief sought was "diminution and (or) redemption." Before the date fixed for the hearing he filed a notice withdrawing his request so far as it related to the question of redemption. The county court judge held that *Calico Printers' Association* v. *Booth* (1913, 3 K. B. 652), was authority that a request for redemption could not be withdrawn, and made an order for redemption at £150.

DECISION.—There was nothing in *Calico Printers' Association* v. *Booth* to support the judge's view. An applicant has the same right to withdraw his claim as any other litigant. (*From note taken in court.* Case reported SOLICITORS' JOURNAL, 31st January, 1914, p. 249; *L. T.* newspaper, 31st January, 1914, p. 346; *Times*, 23rd January, 1914.)

Williams v. *Bwllfa and Merthyr Dare Steam Collieries* (1891) (*Limited*) (C.A.: Cozens-Hardy, M.R., Evans, P., and Eve, J., 22nd January, 1914).

FACTS.—A workman was disabled through nystagmus, and under section 8 (1) (*a*) the date of the "accident" was the 6th February, 1911, on which date he was under twenty-one years of age. He was paid 10s. weekly compensation until the 23rd September, 1913, when a request was filed on his behalf, under the proviso to Schedule I. (16), for an increase of the weekly compensation. The hearing took place on the 13th October, when the county court judge increased the compensation by 3s. weekly as from the 6th February, 1912, and by 4s. weekly as from the 23rd September, 1913. It was admitted by the employers that the latter date might be taken as the date of the review, but it was contended that there was no power to order an increase of compensation before that date.

DECISION.—The matter for inquiry was the workman's probable earnings at the date of review, and it was not open to the judge to throw back his order to a date before that on which the inquiry was initiated. Appeal allowed. (*From note taken in court.* *L. T.* newspaper, 31st of January, 1914, p. 345; *L. J.* newspaper, 7th February, 1914, p. 81; *W. N.*, 7th February, 1914, p. 44.)

One of the ecclesiastical offices of the Inns has, says the *Globe*, fallen vacant. The Rev. G. E. Newsom, who has been Reader at the Temple Church during the past twelve years, has resigned the position owing to the pressure of outside duties. The office of Master, which has been filled by the "Judicious" Hooker and many other eminent divines, is in the gift of the Crown, but the post of Reader, which was long held by Canon Ainger, is part of the patronage of the benchers. The appointment is made by the Inner Temple and the Middle Temple alternatively, and this time it lies with the benchers of the latter Inn.

CASES OF THE WEEK.

House of Lords.

NORTH-WESTERN SALT CO. (LIM.) *v.* ELECTROLYTIC ALKALI CO. (LIM.). 15th and 18th Dec. ; 12th Feb.

CONTRACT—TRADING CORPORATIONS—MONOPOLY—REASONABLENESS OF RESTRICTIONS—EVIDENCE—ILLEGALITY NOT PLEADED—DUTY OF THE COURT—MEASURE OF DAMAGES.

By a contract in writing the plaintiffs agreed to buy from the defendants 72,000 tons of salt to be manufactured by the defendants and delivered to them in about equal monthly quantities over a period of four years from the 1st of January, 1908, to the 31st of December, 1911. It was a term of the contract that the defendants should not manufacture salt beyond the amount agreed to be delivered to the plaintiffs and a certain yearly quantity which had to be delivered under an existing contract to a third party, and such further quantity as the defendants, who were a chemical manufacturing company, might require for such purposes, but not for sale as salt. The plaintiffs alleged breaches of this contract by the defendants and claimed damages. At the trial, the point was first taken by the defendants that the contract, being in restraint of trade, was unenforceable. Scrutton, J., refused to admit this plea, and gave judgment for the plaintiffs, the damages to be assessed. The Court of Appeal (Kennedy, L.J., dissenting) held that the contract was void, and therefore the question of damages did not arise for their consideration. The plaintiffs appealed.

Held, that the contract created a monopoly not more in restraint of trade than was reasonably necessary for the protection of the plaintiffs, and the case was remitted to the Court of Appeal to deal with the damages.

Decision of Court of Appeal (1912, 107 *L. T.* 439) *reversed.*

In order to raise the question of illegality of the contract it is not necessary that the defence of illegality should be pleaded, for the court is bound to deal with illegality of its own motion.

Appeal by the plaintiffs, the North-Western Salt Co. (Limited), under circumstances sufficiently stated in the judgment of the Lord Chancellor. The house, having taken time for consideration, allowed the appeal.

Lord HALDANE, C., in moving that the appeal should be allowed, said this was an appeal by the plaintiffs in an action brought to recover damages for the breach of a contract relating to the sale of salt. The question to be determined was whether the contract was enforceable. The appellants were a combination of salt manufacturers, alleged to include substantially the whole of the salt manufacturers in the north-west of England and to have obtained the practical control of the inland market in England for the sale of vacuum salt, stoved and unstoved. The contract between the parties was made in November, 1907. By its terms the respondents agreed to sell to the appellants 72,000 tons of vacuum salt. Delivery was to be spread over four years in about equal monthly quantities. The sellers were to be free to manufacture other salt for their own use, but not for sale, excepting so much as was required to satisfy a certain current contract. The sellers were to have the option of repurchasing from the buyers the stoved vacuum salt manufactured by themselves to the extent of 3,000 tons annually at the buyers' current prices. If the sellers made stoved vacuum salt they were to be elected distributors in respect of 3,000 tons annually. During the continuance of the agreement of November, 1907, the appellants alleged that the respondents began to sell stove salt to customers, and they commenced this action, claiming damages. The defendants denied the alleged breaches as regards the bulk of the stoved salt in question. As to another and smaller quantity of the salt in controversy they admitted sales in breach of contract, but disputed the measure and amount of the damages claimed, and they brought into court sums which they alleged were sufficient to satisfy all proper claims. The action was tried in the Commercial Court before Scrutton, J. The learned counsel for the defendants, in the course of examining one of the plaintiffs' witnesses, raised the point as to the legality of the agreement. The plaintiffs' counsel objected that no such point had been pleaded, and the learned judge sustained the objection. The case went to the Court of Appeal on that point, where, by a majority, it was held that the contract was in restraint of trade and bad, and that the action should have been dismissed with costs. Kennedy, L.J., in dissenting, held there was no evidence on which, so far as the interests of the community were concerned, the contract could be held to be one contrary to public policy. It was essentially one for sale, which was made between manufacturers and sellers of salt dealing with each other on equal terms. The court was willing to grant a new trial if both parties desired it, in which further evidence as to the circumstances could be brought forward, but the defendants elected to take a final judgment. Hence the appeal to their lordships. The result of the consideration he had given to this appeal was that he thought that that House should declare that the contract in question had not been shewn to be in unreasonable restraint of trade. His lordship referred to the judgment of Lord Parker in *Attorney-General of the Commonwealth* v. *Adelaide Steamship Co.* (1913, A. C. 781), as bearing closely on the question of law raised in the present case, and to the judgment of Lindley, L.J., in *Maxim-Nordenfelt & Co.* v. *Nordenfelt* (1893, 1 Ch. 646), on monopolies. As the Court of Appeal did not proceed to dispose of the points raised by the respondents as to the measure of damages, the case must be remitted to it for that purpose, with a declaration to that effect. The appellants were entitled to their costs of the appeal to this House, and also to the costs of the last hearing in the Court of Appeal.

Lords MOULTON, PARKER and SUMNER read judgments to the same effect. Order accordingly.—COUNSEL, for the appellants, *Sankey*, K.C., and *Crawford*; for the respondents, *Maurice Hill*, K.C., *McCardie*, and *St. John Field*. SOLICITORS, *Crump, Sprott, & Co.*, for *Archer, Parkin, & Archer*, Stockton-on-Tees; *Field, Roscoe, & Co.*, for *Alsop, Stevens, Crooks, & Co.*, Liverpool.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

***Re* E. D. S. (a Person of Unsound Mind).** No. 1. 24th Jan.; 9th and 14th Feb.

LUNACY—COMMITTEE—SALE OF LUNATIC'S ESTATE TAIL—POWER VESTED IN LUNATIC FOR HIS OWN BENEFIT—RESETTLEMENT OF PROCEEDS OF SALE—JURISDICTION OF JUDGE IN LUNACY—LUNACY ACT, 1890 (53 VICT. C. 5), SS. 120 (A) AND (L), 123—LUNACY ACT, 1891 (54 & 55 VICT. C. 65), S. 27.

The court may authorize the committee of a lunatic tenant in tail to disentail his estate, with the object of selling any of his property, under section 120 (l) of the Lunacy Act, 1890, the right to bar an estate tail conferred by the Fines and Recoveries Act, 1833, being a "power vested in the lunatic for his own benefit." The order for sale may be made by a master, but the proceeds of sale must be resettled by the judge, so as not to alter the devolution of the property after the lunatic's death.

This was a motion by the committee of a lunatic which originally came before Buckley, L.J., as judge in Lunacy, and was referred by him to the Court of Appeal. The lunatic, a person so found by inquisition, was tenant in tail in possession of one equal third share of certain estates settled by the will of a testator who died in 1824. The agent for the property recommended the sale of a small piece of vacant land for the sum of £200, and the committee asked for leave to concur with the other persons interested in selling the land, and for that purpose to be authorized, under section 120 of the Lunacy Act, 1890, to execute a deed conveying the fee simple of the property to the purchaser, freed from the lunatic's estate tail and all remainders to take effect after its determination. The application of the committee was supported by counsel for the trustees and the remaindermen. *Cur. adv. vult.*

COZENS-HARDY, M.R., having stated the question to be decided, said that it had been contended that the case fell within sub-section (a) of section 120, but he could not assent to that view. An estate tail could not be sold or transferred: *Re Gaskell and Walter's Contract* (1906, 2 Ch. 1). Next it was contended that the case was within sub-section (l), and that the statutory right conferred by the Fines and Recoveries Act to bar the entail was a power vested in the lunatic for his own benefit. In *Re Pares* (12 Ch. D. 335) there was an observation made by James, L.J., that the right to bar an entail was not a power. But on a careful consideration of the language of the statute, that observation could not be supported. Section 47 of the latter Act excluded the jurisdiction of courts of equity as to supplying defects of execution of the powers of disposition given by the Act to tenants in tail; language which seemed necessarily to imply that the capacity given by the statute to a tenant in tail to convey the fee simple was strictly a power: *Bankes* v. *Small* (36 Ch. D. 737). His lordship thought, therefore, that the lunatic tenant in tail had a power vested in him for his own benefit, that the case fell within sub-section (*l*), and that it was competent for the judge to order the committee to bar the entail. By section 27 of the Lunacy Act, 1891, the jurisdiction as regards administration and management might be exercised by a master. It was competent, therefore, for the master to make an order that the committee should execute a disentailing deed, the effect of which would be as stated in section 123 of the Lunacy Act, 1890. The remainderman would be barred, but, as between the real and personal representatives of the lunatic, the proceeds of sale would continue to be real estate. That, however, did not dispose of the case. It was settled that the judge in Lunacy ought not, in ordering a sale, to defeat the interests of the remaindermen. This was illustrated by *Re Pares*, twice reported. In the report in 2 Ch. D. 61, the court expressly directed that a mortgage should be so framed as not to prejudice the remaindermen further than was necessary for giving effect to the mortgage. In the same case (at 12 Ch. D. 335) Cotton, L.J., said that when asked to sell the lunatic's estate under the jurisdiction in lunacy, it was the duty of the court not to alter the nature of the property, or the devolution of the estate after the lunatic's death, and if that could not be secured, it would not be proper to sell the property. And the order in that case was in effect to resettle the proceeds of sale to the uses under which the estate was held. The court had been furnished with an order made by Lindley, L.J., on the 23rd of June, 1891, which exactly followed the same principle. In his lordship's opinion, it would be wrong to sanction any departure from that principle. If a master ordered a sale, it was not competent for him to order the proceeds to be resettled: that must be done by the judge under his general jurisdiction, and in all cases where a sale was desired of the estate tail of a lunatic the matter should be referred to the judge, who, in the absence of special

circumstances, would order a resettlement. If the sale was effected under the Settled Land Acts, the same result would follow. The court had been informed that orders had been made by masters ordering estates tail to be barred without any provision for resettlement. To those orders the maxim, *Fieri non debet, factum valet* applied. The costs of both parties of the appeal would come out of the lunatic's estate.

BUCKLEY and PHILLIMORE, L.JJ., delivered judgment to the same effect.—COUNSEL, *Austen-Cartmell; Ashworth James.* SOLICITORS, *The Official Solicitor; Wordsworth, Blake & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

WHITE AND ANOTHER *v.* LONDON GENERAL OMNIBUS CO.

Sargant, J. 6th Feb.

NUISANCE—ACTION BY REVERSIONERS ALONE—INJURY TO THE REVERSION—OCCUPIER—TENANT ADDED BY AMENDMENT AS CO-PLAINTIFF—R.S.C., ORD. 16, RR. 2 AND 11.

A nuisance of noise and smell from a garage is not a "permanent" injury to the reversion within the definition given by Parker, J., *in* Jones *v.* Llanrwst Urban District Council (1911, 1 *Ch.* 393), *and accordingly an action brought by the reversioners alone is not maintainable.*

Where the gist of the action was whether the house in question had been rendered unfit for habitation by the erection of the garage, as no new cause of action was sought to be substituted, an amendment on the usual terms as to costs was allowed in order to add a tenant as co-plaintiff.

Walcott *v.* Lyons (1885, 29 *Ch. D.* 584) *distinguished.*

This was an action, with witnesses, in which the plaintiffs alleged nuisance by noise and smell from a newly-erected garage. The plaintiffs owned three houses in Wroughton-avenue, Hendon, which were in the occupation of tenants on short leases, one of which was shortly expiring. In 1912 and 1913 the defendants built an extensive garage for their motor omnibuses near the back of the plaintiffs' premises. The plaintiffs accordingly issued their writ in November, 1913, claiming an injunction and damages, and alleged, in their statement of claim, that the reversion on each of the houses had been depreciated by at least £140, and would further depreciate if the nuisance were allowed to continue. Counsel for the defendants cited authorities that the action of the plaintiffs was not maintainable, as they were only reversioners, and that they ought not to be allowed to amend by adding a tenant as co-plaintiff, because such amendment would introduce a fresh cause of action.

SARGANT, J., after stating the facts, said: It is fully established that a reversioner can only bring an action, whether for damages or for an injunction, in respect of a permanent injury to the reversion: *Simpson* v. *Savage* (1856, 1 C. B. N. S. 347) and *Jones* v. *Llanrwst Urban District Council* (1911, 1 Ch. 393). In this last case Parker, J., defined permanent as meaning "such as will continue indefinitely unless something is done to remove it. Thus, a building which infringes ancient lights is permanent within the rule, for though it can be removed before the reversion falls into possession, still it will continue until it be removed. On the other hand, a noisy trade and the exercise of an alleged right of way are not in their nature permanent within the rule, for they cease of themselves, unless there be someone to continue them." In the present case there is no permanent injury, so that on the authorities I am bound to hold that the action is not maintainable by the reversioners alone. But I am of opinion that I ought to allow an amendment by adding the tenant of one of the houses as a co-plaintiff. The whole gist of the action in the present case is whether or not the plaintiffs' houses were rendered unfit for habitation. They do not seek to substitute any new cause of action, so the case does not come within *Walcott* v. *Lyons* (1885, 29 Ch. D. 584). I accordingly allow the amendment on the terms of the plaintiffs paying all the costs up to and including the costs occasioned by the amendment.—COUNSEL, *Romer*, K.C., and *D. M. Kerly; Upjohn*, K.C., and *W. M. Cann.* SOLICITORS, *Kerly, Sons, & Karuth; Joynson-Hicks, Hunt, Moore & Cardew.*

[Reported by L. M. MAY, Barrister-at-Law.]

WARTSKI *v.* MEAKER. Joyce, J. 13th, 14th, 15th and 28th Jan.

LEASE—RESTRICTIVE COVENANT—PREMISES NOT TO BE USED EXCEPT FOR BUSINESS OF HOSIER—SALE OF OVERCOATS AND SPORTS JACKETS—HOSIERY—ARTICLES USUALLY SOLD BY HOSIERS.

In a lease of certain premises the lessees covenanted that the demised premises should not, without the consent in writing of the lessors, be used in any way except for the purpose of carrying on therein the business or businesses of a hosier or hatter and mercer, including the sale of fancy waistcoats and mackintoshes.

Held, that the sale of overcoats (not being mackintoshes) and sports jackets on the premises was a breach of the covenant.

This was an action by the plaintiffs, as lessors, to restrain the defendants, their lessees, from using certain premises adjoining their own situate at No. 3, Alexandra-buildings, Finsbury Park, for certain purposes in breach of covenants contained in the lease of the said premises. By a lease dated the 13th of October, 1911, the plaintiffs, who were interested in a tailoring business, demised to the defendants the ground floor and shop of the premises known as No. 3, Alexandra-buildings, Finsbury Park, for a term of twenty-four and a quarter years from the 29th of September, 1911, subject to the rents and covenants and conditions therein reserved and contained. The covenants included a covenant by the lessees that the demised premises should not, without the consent in writing of the lessors, be used in any way except for the purpose of carrying on therein the business or businesses of a hosier or hatter and mercer, including the sale of fancy waistcoats and mackintoshes. The plaintiffs alleged that, in breach of the covenant, the defendants at various times since September, 1913, exposed for sale and sold on the premises a large quantity of overcoats, sports jackets, grey flannel suits and trousers. The plaintiffs alleged that they had suffered damage, and claimed an injunction restraining the defendants from using the demised premises in any way except for the purpose of carrying on the business of a hosier or hatter and mercer, and damages. The defendants alleged that by an agreement dated the 13th of October, 1911, they had purchased from a company, three of the directors of which were plaintiffs in the present action, the goodwill, interest, and connection of the company of, in, and concerning the business of hosiers and mercers, including the sale of fancy waistcoats and mackintoshes at No. 3, Alexandra-buildings, aforesaid, together with trade fixtures, fittings, and utensils in the premises, and used in connection with the business. The defendants denied that they had sold any overcoats or flannel suits, but admitted that they had sold raincoats, sports jackets, and trousers, but contended that such articles were at the date of the lease, and still were, commonly and usually sold and dealt in by persons carrying on the business of a hosier or hatter and mercer, and that such articles were dealt in in the business purchased by the defendants.

JOYCE, J., in the course of his judgment, said: This is an action in respect of an alleged breach of a covenant in a lease that the demised premises shall not, without the consent in writing of the lessors, be used in any way except for the purposes of carrying on therein the business or businesses of a hosier or hatter and mercer, including the sale of fancy waistcoats and mackintoshes. I do not think the use of the word "including" is happy, because I do not see how such a business includes fancy waistcoats and mackintoshes, but, at any rate, the covenant is not to preclude the sale of fancy waistcoats and mackintoshes. The plaintiffs, the lessors, are interested in a tailor's business, carried on next door. The articles the sale of which is complained of are overcoats, sports jackets, and flannel trousers or suits. This case is said to involve the definition of the limits, if any, of the business of a hosier, but I am not going to attempt to define the precise limits of the business of a hosier, because I bear in mind the saying of Lord Lindley, who said that, though it is very difficult to draw the line between animals and plants, yet no one can doubt that an oak tree is a plant. At first it seemed to me to be simply a question of the meaning of words of the English language; the word "hosier" is not a term of art or science. The contentions put forward on behalf of the defendants are that the sale of the articles in question is part of the business of a hosier, and that these articles are such as are usually sold by persons carrying on the business of a hosier, and that this covenant, properly construed, would allow the sale of any articles that anyone carrying on business of a hosier usually sells. This being a legal instrument, I should expect some measure of accuracy in the words used. Counsel for the defendants, under pretext of showing the surrounding circumstances, desired to put in evidence an agreement made between the parties to the lease respecting the sale of the goodwill of the business previously carried on on the premises. Then evidence was given as to the business previously carried on, which I allowed, though I pay no attention to it whatever. I think, however, I may bear in mind that the plaintiffs were interested in the business of a tailor next door. Now, it is true that hosiers deal frequently in many kinds of articles which few would regard as "hosiery." There was evidence of this, of a similar kind to the evidence admitted in *Stuart* v. *Diplock* (43 Ch. Div. 343), and in *Fitz* v. *Iles* (1893, 1 Ch. 77). In the latter case there was a covenant not to use the premises as a coffee-house, and Lindley, L.J., says: "That gives rise to the question, which is much more easily put than answered, whether the defendants are carrying on the business of a coffee-house keeper, or they are using the premises for a coffee-house. Upon that there is conflicting evidence. There are skilled people in the coffee-house trade, coffee-house keepers, and brokers who say this is the business of a coffee-house keeper, and the defendants are using the premises as a coffee-house, although they are also using them for something else. On the other hand, there is evidence to the contrary effect. We must use our common sense." We all know, in these days of stores, that we often find that shops stock and deal in many articles which do not form part of their special or proper business, in the strict sense, but which the kind of person who comes to the shop would be likely to buy—*e.g.*, a bookseller is frequently a stationer, and a hatter often sells umbrellas and walking-sticks. I was not much impressed by the defendants' witnesses' evidence, which seemed largely a matter of opinion. Some said that umbrellas and trunks are hosiery, but I find it difficult to accept that view. The question is, is the sale of these other articles part of the business of a hosier in any fair sense, or is the true view that, when a hosier deals in these articles, he is in fact carrying on another business. I cannot bring myself to believe that the business of a hosier includes the sale of overcoats, sports jackets, or the articles complained of. The fact that it was considered necessary to include expressly fancy waistcoats and mackintoshes shows that the parties did not regard these as ordinarily included. There has, in my opinion, been a breach of the covenant, and I declare that, according to

the construction of this covenant, the business of a hosier does not include overcoats (not being mackintoshes) and sports jackets.—Counsel, for the plaintiffs, *Hughes*, K.C., and *Galbraith*; for the defendants, *Tomlin*, K.C., and *Manning*. Solicitors, *R. Barnes*; *Geare & Willis*.

[Reported by R. O. Carrington, Barrister-at-Law.]

CHAPMAN *v.* **WESTERBY.** Warrington, J. 6th Feb.

Practice—Striking Out Defence—Inconsistent Pleas—Payment into Court Admitting Liability—Payment into Court Denying Liability—R.S.C. Ord. XXII. r. 1.

A defendant, having by one paragraph of his defence paid money into court admitting liability, and by another paragraph of his defence paid money into court denying liability, and the plaintiff in the action making more than a single claim.

Held, that one of the paragraphs must be struck out, and that the defence must specifically state with regard to which claim of the plaintiff the money was paid into court.

The plaintiff in this action moved the court to strike out the defendant's defence on the ground that it tended to prejudice and embarrass the fair trial of the action. The plaintiff's claim in the action was (1) for an injunction to restrain the breach by the defendant of a contract of service and for damages, (2) for an account by him on the footing of a partnership between the plaintiff and defendant. The defendant pleaded by one paragraph of his defence :—"The defendant, as to the whole action, brings into court the sum of £50, and says that that is enough to satisfy the plaintiff's claims," and by another paragraph :—"In the alternative as to the whole action the defendant, whilst denying liability, brings into court the further sum of £150, and says that the sum is sufficient to satisfy the plaintiff's claims." By R.S.C. Ord 22, r. 1 : "Where any action is brought to recover a debt or damages . . . any defendant may, before or at the time of delivering his defence, or at any time later by leave of the court or a judge, pay into court a sum of money by way of satisfaction, which shall be taken to admit the claim or cause of action in respect of which the payment is made; or he may, with a defence denying liability (except in actions or counterclaims for libel or slander), pay money into court which shall be subject to the provisions of rule 6. . . ."

Warrington, J., said it was quite clear that both pleas in the defence were wholly irregular. They did not specify the causes of action in respect of which the money was paid into court. A defendant could not at one and the same time plead that he admitted the cause of action, and that he denied the cause of action. To put on record two inconsistent and wholly contradictory pleas would put the plaintiff in the position of not knowing which of the two pleas he would have to meet at the trial. Nor could he do that which was equivalent to making two inconsistent pleas, make alternative payments into court in respect of two inconsistent defences. There was nothing in the rules to justify that course. The rules offered the defendant two alternatives, and he must elect which of the two he would adopt. He could not adopt both alternatives, as he had attempted to do in the present case. He therefore directed that the two paragraphs of the defence should be struck out. The defendant could then put in an amended defence. The order was made that the defendant should have liberty to amend his defence by striking out the first paragraph, and by altering the second paragraph so as to confine the payment into court to so much of the action as related to damages, and by substituting £200 for £150. The defendant to pay the costs of the motion.—Counsel, *Terrell*, K.C., and *Chubb*; *Clauson*, K.C., and *Taylor*. Solicitors, *H. W. Newton*, for *E. A. White*, Grimsby; *Peacock & Goddard*, for *Grange & Wintringham*, Grimsby.

[Reported by J. B. C. Tregarthen, Barrister-at-Law.]

High Court—King's Bench Division.

BYRNE *v.* **STATIST CO. (LIM.).** Bailhache, J. 21st Jan.

Copyright—Translation—Advertisement—Ownership of Copyright—Mistake—Copyright Act, 1911 (1 & 2 Geo. 5, c. 46), ss. 1, 5, 8.

A message delivered by the Governor of Bahia in Portuguese to the Legislative Assembly was translated and condensed by the plaintiff, and appeared as an advertisement in an English newspaper by the authority of the Bahian Government. The defendants reproduced the plaintiff's translation in another newspaper as an advertisement, also with the authority of the Bahian Government. In an action by the plaintiff for infringement of copyright.

Held, that the plaintiff's translation was an original literary work, and that he was owner of the copyright.

Held also, that section 8 of the Copyright Act, 1911, is no protection to a person who, knowing or suspecting that copyright exists, makes a mistake as to the owner of the copyright, and under that mistake obtains authority to publish from a person who is not in fact the owner.

Action tried by Bailhache, J. The plaintiff claimed damages and an injunction for an alleged infringement of a work entitled "Brazil, State of Bahia : Summary of the Message Presented to the General Legislative Assembly of the State of Bahia by Dr. J. J. Sentra, Governor of the State, on the Opening of the First Ordinary Session of the Twelfth Legislature, the 1st of April, 1913," which was published in the *Financial Times* of the 27th of June, 1913. The facts, as found by the learned judge, were as follows :—The plaintiff was a member of the editorial staff of the *Financial Times*, employed from 11 in the morning until 6 in the evening. The rest of the day was his own. He had an extensive knowledge of languages, including Portuguese. On the 1st of April, 1913, the Governor of the State of Bahia delivered a message to the General Legislative Assembly of that State dealing with its finances. It occurred to the manager of the advertisement department of the *Financial Times* that the Governor might be willing to allow the message, as published in a Bahian newspaper, to be printed as an advertisement in the *Financial Times*, and the Governor agreeing, the price was arranged and paid. The message required to be translated, and the plaintiff was asked if he could undertake the translation and what his terms would be. Terms were arranged, and the plaintiff proceeded with his task. He did not make the translation in pursuance of any duty owed by him to the *Financial Times* as one of their staff, or in the course of his employment by them, but his employment to translate was an independent engagement quite outside his ordinary duties, and was done entirely in his own time. The plaintiff's translation was not merely mechanical; he cut down the speech by about one-third; he edited it by omitting the less material parts; he divided it into suitable paragraphs, and supplied headlines appropriate to those paragraphs. The translation so made appeared as an advertisement in the *Financial Times* of the 27th of June, 1913; as also did this note : "Translated from the Portuguese by F. D. Byrne." It was contended on behalf of the plaintiff that this was an original literary work, that the plaintiff was the owner of the copyright in it, and that section 8 of the Copyright Act, 1911, afforded no protection to the defendants. It was submitted on behalf of the defendants that advertisements were not original literary work, and therefore not the subject of copyright, and in any event the defendants were protected by section 8 of the Copyright Act, 1911. *Cur. adv. vult.*

Bailhache, J., in the course of his judgment, said that a translator of a literary work had for many years been held to be the author of his translation, and the House of Lords in *Walter* v. *Lane* (1900, A. C. 539) went so far as to hold that a shorthand writer who reported a speech verbatim was the author of his report. Therefore he held that the plaintiff's translation was an original literary work, of which the plaintiff was the author. Section 8 of the Act of 1911 provided that no damages should be recoverable for infringement of copyright if the defendant alleged that he was not aware of the existence of the copyright in the work, and proved that at the date of the infringement he was not aware and had no reasonable ground for suspecting that copyright subsisted in the work. It was upon that point that the defendants most strongly relied. They suggested that they had no reasonable grounds to suspect that there was any copyright in the advertisement at all, but the fact was that the advertisement contained upon its face an intimation that it was translated by the plaintiff. He found as a fact, therefore, that there was reasonable ground to suspect that there was copyright in the plaintiff's translation. The position of the defendants in truth was not so much that they did not suspect the translation was copyright, as that they supposed that the copyright was in the Governor of Bahia, whose instructions for its reproduction they had obtained. That merely amounted to saying that they supposed themselves to have the authority of the owner of the copyright, a very different thing from alleging and proving that they did not suspect that any copyright existed. It was this latter state of mind that section 8 required to be proved, and section 8 was no protection to a person who, knowing or suspecting that copyright existed, made a mistake as to the owner of the copyright, and under that mistake obtained authority to publish from a person who was not in fact the owner. It therefore followed that there must be judgment for the plaintiff. It was not a case for an injunction, as the translation had served its purpose and would not be republished, at any rate by the defendants. His lordship then assessed the damages, which had been left to him, at £150, and awarded the plaintiff the costs of the action.—Counsel, *McCardie*; *Duke*, K.C., and *Hansell*. Solicitors, *Michael Abrahams, Sons & Co.*; *Goldberg, Barrett & Newall*.

[Reported by Leonard C. Thomas, Barrister-at-Law.]

Bankruptcy Cases.

Re **DAVID & JOHNSON, Trading as ROBERT ADLARD & CO.** *Ex parte* **THE TRUSTEE.** Horridge, J. 2nd and 9th Feb.; 2nd March.

Bankruptcy—Fraudulent Conveyance—Act of Bankruptcy—Transfer of Bankrupt's Business to Limited Company—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 4, sub-section 1 (b)—Stat. 13 Eliz. c. 5.

The bankrupts, being in difficulties, transferred their business to a company in consideration of debentures of the nominal value of £20,000, and shares to the nominal value of £5,000. None of the debentures were issued to the bankrupts, but 13,225 were issued or given to particular creditors, leaving an insufficient number of debentures to satisfy the creditors, who impeached the validity of the transfer, and had refused to accept debentures.

Held, that the transfer necessarily tended to defeat and delay creditors, and was void as a fraudulent conveyance under section 4, sub-section 1 (b) of the Bankruptcy Act, 1883.

Re Harris (54 *W. R.* 460, 14 *Mans.* 127) *distinguished.*

Motion by the trustee in the bankruptcy to set aside the transfer of the bankrupts' business to a limited company, as being an act of bankruptcy, and as a fraudulent conveyance within 13 Eliz. c. 5. The bankrupts had carried on business as slate merchants, and had suffered serious losses in trading since May, 1912. In July and August, 1912, their difficulties were so acute that they were unable to pay their debts as they became due. Lord Penrhyn, a creditor for goods supplied, took two bills accepted by the bankrupts in September, 1912, payable at six months, for £600 and £528 3s. 4d. respectively. The bankrupts were unable to meet these bills when they became due, and they were held over at their request till July, 1913. A statement of affairs was then got out by Lord Penrhyn's accountants, which showed a surplus of assets over liabilities, and there was a suggestion made on behalf of Lord Penrhyn that the bankrupts should form their business into a company and give Lord Penrhyn debentures, but the suggestion was refused at the time. On the 22nd of July the bills were dishonoured. On the 24th of July Lord Penrhyn issued a writ, and on the 31st of July a meeting of the creditors was held, at which a balance-sheet made out by the bankrupts' accountants was produced, shewing a surplus of £7,000 in stock and book debts, which subsequent realisations had proved to be correct. It was proposed at the meeting that the bankrupts should turn their business into a limited company, and that the creditors should accept debentures therein in satisfaction of their debts. Lord Penrhyn and some other creditors opposed, and the meeting was adjourned till the 7th of August. The proposal was then again put forward, and was opposed by Lord Penrhyn, the British Portland Cement Co. (Limited), and Glyn, Mills & Co. (Limited), the bankrupts' bankers. The total amount of the debts of the opposing creditors was £8,900. No resolution was passed. On the 9th of August the bankrupts registered Robert Adlard & Co. (Limited) as a private company. The memorandum stated that the objects of the company were to take over the bankrupts' business and all the assets used therein, and to carry out an agreement between the bankrupts and the company. The capital was £15,000 in £1 shares. By article 28 David and Johnson were appointed directors for life unless disqualified by any of the causes set forth in article 33, at salaries of £600 and £300 a year respectively. The causes of disqualification were (a) lunacy; (b) conviction of a crime; (c) ceasing to hold shares; (d) absence for six months; (e) resignation. Thus, unlike the case in most companies, the directors were not disqualified by bankruptcy. By an agreement of the 11th of August made between David and Johnson, the business was sold to the company for 500 shares and for 1,950 debentures of £10 each and 100 debentures of £5 each, making a total nominal purchase price of £25,000. There was no undertaking by the company to pay the existing debts of the business. The debentures were not redeemable until the 25th of December, 1918, except in case of default in payment of interest, winding-up order, or levy of execution. The only shares issued were 5,000 to the vendors, and three to the signatories of the memorandum. On the 12th of August, 1913, Lord Penrhyn recovered judgment, on the 5th of September he issued a bankruptcy notice, and on the 21st of October a receiving order was made against the debtors, who were subsequently adjudicated bankrupts. None of the debentures were issued to the bankrupts, but 13,225 were issued or given to creditors who were willing to accept them in satisfaction of their debts. At a meeting of the committee of inspection it was proposed to move to set aside the transfer to the company, but, the committee being equally divided, no resolution was passed empowering the trustee to act. Lord Penrhyn thereupon obtained leave to bring this motion in the name of the trustee. Counsel for the trustee contended that the transfer was an act of bankruptcy within section 4, sub-section 1 (b) of the Bankruptcy Act, 1883, being "a fraudulent conveyance, gift, delivery, or transfer of his property." The consequence of the transfer was to defeat and delay creditors, and therefore an intent to delay must be assumed, whatever the bankrupts' motives were. They cited *Smith* v. *Cannan* (2 E. E. & B. 35), *Ex parte Luckes, Re Wood* (L. R. 7 Ch. 302), *Ex parte Chaplin, Re Sinclair* (26 Ch. D. 319), *Re Carey* (1895, 2 Q. B. 624), *Re Hirth* (1899, 1 Q. B. 612), *Ex parte Gundry, Re Sharpe* (1900, 83 L. T. 416), *Gonville's Trustee* v. *Gonville & Co. (Limited)* (1912, 1 K. B. 599), *Re Goldberg* (1912, 1 K. B. 384), *and Re Slobodinsky* (1893, 2 K. B. 517). *Re Harris* (14 Mans. 127 (1906)) is distinguishable because in that case the company undertook the liabilities of the business. Counsel for the respondent contended that the transfer could not be set aside unless it were fraudulent in fact. The decision of Wright, J., in *Ex parte Gundry, Re Sharpe*, is the only decision on the Act of 1883 which lays down that real fraud is not necessary. Bigham, J., held the contrary in *Re Harris* (54 W. R. 460, 14 Mans. 1273). The law is not that the debtor may not transfer his property. They cited *Alton* v. *Harrison* (L. R. 4 Ch. 622), *Spencer* v. *Slater* (4 Q. B. D. 13), *Boldero* v. *London Discount Co.* (5 Ex. D. 47), and *Maskelyne* v. *Smith* (1903, 1 K. B. 671). *Cur. adv. vult.*

Horridge, J., found that the transfer to the company was for valuable consideration, and therefore not fraudulent within the Statute of Elizabeth, but that it did naturally tend to defeat or delay creditors, and therefore was void as an act of bankruptcy. In *Re Harris* (14 Mans. 127) the court held that the transfer to a company was merely a change in the form of assets. All the creditors there got debentures for their debts instead of cash. Here the object of the transfer was to enable the bankrupts to carry on their business without interruption, and the debentures had been issued to satisfy the claims of particular creditors, and on the figures there were not enough now left to satisfy the outstanding creditors. The bankrupts did not get, in consideration for the transfer of their business, an equivalent equally available to satisfy their creditors (*Woodhouse* v. *Murray*, L R. 2 Q. B., at p. 638), and the transfer must therefore be set aside. Application allowed.—Counsel, *Clayton*, K.C., and *E. W. Hansell; Duke*, K.C., and *Frank Mellor*. Solicitors, *Hoares & Pattison; Edwards, Heron, & Co.*

[Reported by P. M. Francke, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

COUNTESS DE GASQUET JAMES *v.* HENRY BORWIN, DUKE OF MECKLENBURG-SCHWERIN. Evans, P. 9th and 16th Feb.

Divorce—Restitution of Conjugal Rights—Act on Petition—Jurisdiction—Service Abroad—English Marriage—Foreign Domicile and Residence—Declaration of Validity of Marriage—R.S.C., ord. xxv., r. 5.

No alteration of the law as regards service was effected by the Matrimonial Causes Act, 1884 (47 & 48 *Vict. c.* 68). *The court cannot order service of the petition and citation in a suit for restitution of conjugal rights on a respondent who is out of the jurisdiction, nor can it entertain such a suit where the parties have neither domicile nor residence in England; nor has it jurisdiction to make a declaration of validity of a marriage, either under ord.* 25, *r.* 5, *or by virtue of any jurisdiction inherited from the Ecclesiastical Courts. The Legitimacy Declaration Act*, 1858 (21 & 22 *Vict. c.* 93) *negatives the existence of any such jurisdiction.*

This was a summons adjourned into court by the President for argument. In the summons the petitioner, the Countess de Gasquet James, called upon the respondent, the Duke Borwin of Mecklenburg-Schwerin, to shew cause why proceedings on an act on petition in this suit for restitution of conjugal rights should not be stayed and the suit be directed to be heard upon such terms as to appearance, pleadings, and evidence as might be just, or in the alternative, why the petitioner should not have 21 days' further time to file affidavits in answer to the act of petition. On the 31st of May, 1913, the petitioner filed her petition for restitution of conjugal rights. In the alternative she prayed for a declaration that a marriage between her and the respondent was, and is, a valid subsisting marriage. On the 12th of August, 1913, the respondent by his act on petition alleged that both he and the respondent were domiciled in Germany at the beginning of the suit, and that they had never been domiciled in England, and at the beginning of the suit the petitioner was not, nor at any time had she been, resident in England, or that if she took up residence in England it was for the purpose of instituting the suit; that the petitioner and respondent had never had any home or residence in England, and that they never visited England together except for the purpose of going through a form or ceremony of marriage together; that on the occasion of the form or ceremony of marriage the respondent arrived at Dover in the evening of 14th of June, 1911, and that the petitioner arrived on the morning of 15th of June, and that they went through a form of marriage on that day; that on the same day the respondent returned to Paris and stayed at the Hôtel S. James et d'Albany, and the petitioner went to Paris on the following day, and all proceedings in the suit were served on the respondent in Paris; and by reason of those facts the court had no jurisdiction to entertain a suit for restitution of conjugal rights by the respondent to the petitioner, or for a declaration of the validity of the marriage. Counsel for the petitioner argued that the question was one of the discretion of the court; the pleadings were complete, and the act on petition ready for trial. The summons said the court had jurisdiction; the act said that it had not. In 1881 the petitioner, then

an American citizen, married Count de Gasquet James, and there was some question as to whether he was an Englishman or a Frenchman. He died on 28th of July, 1903, leaving her a widow with four children. In 1909 and 1910 she made the acquaintance of the respondent, who was the son of Duke Paul of Mecklenburg-Schwerin, the brother of the late reigning Grand Duke; consequently, the respondent was the cousin of the present Grand Duke of Mecklenburg-Schwerin. In 1911 the respondent was very ill, and during his convalescence he stayed with the petitioner and they agreed to marry. The petitioner had been in the habit of living in England, and the respondent took a room at an hotel in Dover, and made the necessary arrangements for the marriage. On the 14th of June the petitioner came to Dover from Paris, and the parties were married at the Dover registry office on the 15th of June, 1911. They then returned to France, and, as both were Roman Catholics, they went through a religious ceremony of marriage in the private chapel of the petitioner's château at Dinan. In the autumn of that year the petitioner stayed with the respondent's mother, the Duchess Marie Antoinette of Mecklenburg-Schwerin, in Austria. The respondent, although about 25 years of age at the date of the marriage, had had a curator appointed; there was never any question as to his mental capacity, but the curator had been appointed because of a number of debts contracted by the respondent. In February, 1913, the curator took out a summons in the Grand Ducal High Court of Justice of Mecklenburg-Schwerin at Rastock, and on the 14th of April, 1913, the marriage was declared null, on the ground that it had been contracted without the leave of the respondent's curator. It was quite clear that the petitioner was not the respondent's wife in Germany, but it was not so clear what her position was in France. The petitioner did not press for a decree of restitution of conjugal rights, but she was anxious to have a declaration from the court that the marriage at Dover was a valid marriage. The short point was whether the court had power to give a declaratory judgment. It was doubtful whether in a suit where the parties were not domiciled in England nor resident there, the court had jurisdiction to grant a decree of restitution of conjugal rights. Counsel referred to Rayden on Practice and Law in the Divorce Division at p. 14, para. 32; *Simonin* v. *Mallac* (1860, 2 Sw. T. R. 67, at pp. 74, 75, 76), *Linke* v. *Von Aerde* (1894, 10 T. L. R. 426), *Locyer* v. *Ferryman* (2 App. Cas. 519), *Sottomayor* v. *De Barros* (26 W. R. 455, 2 P. D. 81, and 3 P. D. 1), *Giles* v. *Giles* (48 W. R. 288; 1900, P. 17); R. S. C., ord. 25, r. 5; *De Montaigu* v. *De Montaigu* (57 SOLICITORS' JOURNAL, 703; 1913, P. 154); and Pritchard's Divorce Digest, 3rd ed., p. 66, which noted *McCarthy* v. *De Caix; Conway* v. *Beazley* (3 Hagg 642); and *Lolley's case* (Russ. & R. C. C. 237). Counsel for the respondent submitted that the court had no jurisdiction to grant a decree for restitution of conjugal rights, or to declare that the marriage was valid. He referred to the Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), ss. 2, 6. The court had no jurisdiction to entertain a suit for restitution of conjugal rights unless (1) the respondent was domiciled in England, or (2) had his residence in England, or (3) was served in England. In the present suit the respondent was served out of the jurisdiction. He cited on domicile *Yelverton* v. *Yelverton* (1859, 3 W. R. 134, 1 Sw. & Tr. 574), *Firebrace v. Firebrace* (1878, 26 W. R. 617, 4 P. D. 63), and sections 41 and 42 of the Matrimonial Causes Act, 1857; *Chichester* v. *Chichester* (1885, 34 W. R. 65, 10 P. D. 186). After those cases had been decided the Matrimonial Causes Act, 1884 (47 & 48 Vict. c. 68) was passed, which practically abolished applications for attachment of the respondent in suits for restitution, and gave the petitioner other remedies. He referred to and distinguished *Bateman* v. *Bateman* (1901, P. 136) and *Armytage* v. *Armytage* (1898, P. 173). So far as the court had power to make a declaratory judgment, he submitted that it could only do so under the Legitimacy Declaration Act, 1858 (*supra*). Section 6 of that Act laid down that the Attorney-General must be made one of the respondents, and that had not been done in the present case. It had been attempted in a probate action to obtain a declaration (*Warter* v. *Warter*, 1890, 15 P. D. 35), and the court refused to allow the plaintiff to include in the writ of summons a prayer for a declaration of legitimacy. He submitted that in a restitution suit the court had no power to make a declaration of validity of marriage. If the petitioner filed a petition for nullity the court could find that the marriage was valid, and dismiss the petition, and thereby the desired result would be obtained without the necessity for the court to make a declaration.

EVANS, P., after stating the facts, said: The points raised by the act on petition are: (1) That this court had no jurisdiction to serve the respondent abroad, and that the service out of the jurisdiction is bad, and should be set aside; (2) that this court has no jurisdiction to entertain the suit for restitution of conjugal rights against the respondent; and (3) that this court has no jurisdiction to entertain the suit for a declaration of the validity of the marriage. The first question therefore is whether it was competent for this court to serve the respondent with the citation and petition in this suit outside the jurisdiction. If not, the service must be set aside, and with that the whole proceedings would at once come to an end and the petition would have to be dismissed. The jurisdiction of this court in suits for restitution of conjugal rights was conferred by the Statute of 1857 (20 & 21 Vict. c. 85), by which "the court for divorce and matrimonial causes" was created. By that statute all jurisdiction which had, up to then, vested in, or been exercisable by any Ecclesiastical Court or person in England in respect (*inter alia*) of suits for restitution of conjugal rights, was vested in Her Majesty the Queen, and such jurisdiction, together with the jurisdiction conferred by that Act itself, was to be exercised in the name of Her Majesty in this court (section 6). In such suits the court was to proceed and give relief on principles and rules, which, in the opinion of the court, should be as nearly as might be conformable to the principles and rules on which the Ecclesiastical Courts had theretofore acted and given relief, but subject to the provisions of the Act and of the rules and orders under the Act (section 22). By the Matrimonial Causes Act, 1884 (*supra*), material alterations were made regarding suits for restitution of conjugal rights, the most important of which were the abolition of the power to enforce decrees for restitution by attachment, and the enactment that failure to comply with a decree would be deemed to be desertion without reasonable cause, entitling the petitioner to pursue remedies grounded upon desertion forthwith, without waiting for a period of two years. The Act does not appear to affect the question of service of process. It is abundantly clear that the Ecclesiastical Courts in suits for restitution exercised no power, and could exercise no power outside their own narrow jurisdictions. The authority of the court as to service of process in such suits must therefore be looked for in, and derived from, the 1857 Act itself, or rules made under it. "If service of the process of the court is necessary for the jurisdiction of the court, the court cannot, except so far as it is authorised by statute, order service abroad. The effect of a statute which gives it that power does not affect, of course, the laws of other countries on the questions of international law, which may be raised; but, as far as the courts of this country are concerned, the statutes of the realm are supreme" (*per* Bowen, L.J., in *Re King & Company's Trade-Mark*, 1892, 2 Ch. 483). "The jurisdiction to pronounce judgment in a suit depends solely on the right to summon a person before a tribunal to defend the suit" (*per* Lindley, M.R., in *Pemberton* v. *Hughes*, 1899, 1 Ch., p. 792). So far from authorising the service of the citation and sealed copy of petition in a restitution suit upon a respondent abroad, it is in my judgment a clear consequence of the provisions of the Act that such service is not authorised. Section 42 of the Act deals with the service of petitions in suits for nullity of marriage, for judicial separations, for dissolution of marriage, and jactitation of marriage. This follows from the necessary reading of section 42 with section 41, "Such petitions" can be served "either within or without Her Majesty's Dominions." But a petition in a suit for restitution of conjugal rights is not "such a petition." Its absence is the more noticeable from sections 41 and 42, as it had been associated with the other suits in sections 2 and 6 of the same Act. And after examining *Bateman* v. *Bateman* (*supra*), *Dicks* v. *Dicks* (48 W. R. 302; 1899, P. 275), *Firebrace* v. *Firebrace* (*supra*), and *Chichester* v. *Chichester* (*supra*), the President continued: Notwithstanding what was said by Barnes, P., in *Dicks* v. *Dicks* (*supra*), it does not appear to me that the Act of 1884 made any alteration in the law upon any question relating to the jurisdiction of the court to entertain the suit, or its jurisdiction to allow a suit to be commenced by service of the petition abroad. The alterations and modifications enacted by the statute related to matters after a decree had been pronounced in the suit. It is not necessary to decide whether, if the citation had been properly served and the court had jurisdiction to make a decree, that decree could be served on the respondent abroad. That question has not been argued, and I pronounce no opinion upon it. It must not be thought that I am dissenting in any way from the course which was adopted by Barnes, P., in the subsequent proceedings in *Bateman* v. *Bateman* (*supra*). For the reasons I have given, having regard to the nature of the suit, and to the statute vesting the jurisdiction in this court, and also to the decisions, I am of opinion that the court has no power to serve the citation and petition upon the respondent abroad, and accordingly he is entitled to have the service set aside, and I order it to be set aside accordingly. This is enough to dispose of the case. But even supposing that the service was good, there are difficulties in the way of the petitioner under the two other heads of objection set out in the Act on petition, and as these matters were argued I will deal with them shortly. The second point is: That the court has no power to entertain the suit for restitution on the facts of this case. The respondent was not domiciled here; he was not resident here when the suit commenced, and never had resided here. The petitioner was in the like case in every respect. The only connection of the parties with this country was that they came over here for one day only to celebrate the marriage. In my judgment, it is clear that in these circumstances the court could not decree restitution of conjugal rights against the respondent (see *per* Hannen, P., in *Firebrace* v. *Firebrace*, *supra*). Upon this part of the case, accordingly, the respondent succeeds on his act on petition. The third question is whether this court can entertain a suit for a declaration that the marriage in England, in accordance with the forms necessary for a marriage here, is a valid marriage. It was contended for the petitioner that the court can give a declaratory judgment. First, it was argued on the authority of *dicta* in cases for decrees of nullity; for example, in *Simonin* v. *Mallack* (*supra*) and *Linke* v. *Van Aerde* (*supra*), and other cases cited, that as the court could decree a nullity of marriage, it could declare the validity of a marriage. And, secondly, it was argued that the court could give a declaratory judgment on the question of the validity under ord. 25, rule 5, of the Rules of the Supreme Court. As to the first contention, no authority was or could be given for the proposition that the Ecclesiastical Courts ever pronounced such a declaratory judgment, and no case has happened since the Act of 1857 where this court has done so. And after referring to the judgment of Lord Brougham in *Lord Mansfield* v. *Stuart* (8 Scott's Rev.

Rep. 606, 5 Bell, 139), on the inferiority of English to Scotch law as regards declaratory judgments, the President continued. After the passing of the Matrimonial Causes Act, 1857 (*supra*), however, the Legitimacy Declaration Act, 1858 (*supra*) was passed. By this Act (*inter alia*) it was enacted that any natural born subject of this realm, or any person whose right to be deemed a natural born subject depends wholly or in part on the validity of a marriage, being domiciled in England, may apply by petition to this court praying for a decree declaring that his marriage was or is a valid marriage, and the court is to have jurisdiction to hear and determine such application and to make such decree declaratory of the validity or invalidity of such marriage. In any such proceeding the Attorney-General is to be notified, and becomes a respondent upon the hearing of the petition and upon every subsequent proceeding relating thereto. In proceedings taken under the Legitimacy Declaration Act (*supra*), the Attorney-General becomes a party to protect the interests of the Crown and of the public, and in this case, of course, the Attorney-General could not be made a party at all. It is clear that the petitioner in this case could not under the 1858 Act bring an action for such a declaration of validity. And the very fact that the right to petition for such a declaration is specially created by the Act, shows that, apart from and outside it, such suits could not be maintained. The petitioner, therefore, cannot petition under the Act, and the Act obviously negatives any right to a petitioner to petition for a declaration of validity outside the Act, and without bringing in the Attorney-General. I am of opinion that the petitioner has not derived any right to petition for a declaration of the validity of the marriage, either from the practice of the Ecclesiastical Courts or under any statute. With regard to the only remaining contention, that the court is empowered to grant a declaratory judgment by ord. 25, r. 5, it is to be observed that that rule is not applicable to this court, as the rules of the Supreme Court do not affect or govern proceedings in this division. And in no division of the Supreme Court in any event could such a rule give a right to petition so as to create a jurisdiction in the court which otherwise did not exist. See *Barraclough* v. *Brown* (1897), A. C. 623. Upon this third head, accordingly, the respondent is entitled to succeed also. The result is that, on the various grounds I have stated, the respondent is entitled to succeed on the act of petition, and the petition in the suit is dismissed with costs.—COUNSEL, *Hume-Williams*, K.C., and *Bayford*, for the petitioner; *Barnard*, K.C., and *J. G. Archibald*, for the respondent. SOLICITORS, *C. J. Mercer*, for the petitioner; *Charles Russell & Co.*, for the respondent.

[Reported by C. P. HAWKES, Barrister-at-Law.]

Societies.

The Law Society.

Viscount Bryce, O.M., has promised to attend the reception of past and present students by the principal and other members of the teaching staff at the Law Society's Hall on Monday evening next, and will respond to the vote of welcome offered to distinguished guests. The President of the Society (Mr. Trower) will occupy the chair; and Sir Homewood Crawford, Mr. Dowson, Mr. Garrett, Sir Henry Johnson, Mr. Sharpe, and Mr. Welsford (members of Council) have also signified their intention of being present. Dr. Blake Odgers, K.C., Mr. Arnold Herbert, K.C., Mr. J. B. Matthews, K.C., and Masters Romer and Chandler have also accepted invitations. The first part of the programme will consist of miscellaneous items contributed by the society's students and others; and in the second part Mr. T. C. Sterndale-Bennett will render some of his original songs at the piano.

United Law Society.

A meeting of the above society was held on Monday, the 2nd of March, at 3, King's Bench-walk, Temple, E.C. Mr. James Ball moved: "That the case of *Re Boaler* (1914, 1 K. B. 122) was wrongly decided." Mr. V. B. Mockett opposed. The following gentlemen also spoke:—Messrs. R. Primrose, M. Dawson, Evill, T. Aynes, A. T. Lettle, T. Jamieson, and Morden. The motion was lost by five votes.

The Union Society of London.

The eighteenth meeting of the 1913-14 session was held at 3, King's Bench-walk, Temple, on Wednesday, the 4th of March, 1914, at 8 p.m. The president was in the chair. Mr. Counsell moved: "That in the opinion of this house Tory democracy is a sham, a fraud, and a delusion." Mr. Coote opposed. There also spoke: Mr. Bright, Mr. Thomas, Mr. Enness, Mr. Ravenshaw, Mr. Willson, Mr. Craufurd, Mr. Manson. The motion was carried.

The Birmingham Law Society.

The following are extracts from the report of the committee for the year ended the 31st of December, 1913, which was presented to the annual general meeting held at the Law Library, Birmingham, on the 25th of February:—

Officers and Committee.—Mr. A. H. Coley has continued to hold the office of president, and Mr. A. S. Bennett was elected vice president immediately after the last annual meeting. Mr. C. Ekin was re-elected hon. secretary, but increasing work in his practice compelled him to tender his resignation in May, after he had held the office for rather more than four years. Your committee accepted the resignation with much regret, and placed on record their appreciation of the sevices Mr. Ekin had rendered to the society in a resolution, copy of which was afterwards illuminated and presented to him. At the last annual meeting Messrs. W. Barrow, G. F. Lodder (Henley-in-Arden), and B. Shirley Smith were elected members of the committee in place of those who were compulsorily retired under the articles of association. Mr. H. C. Pinsent has also retired from the committee on removing from Birmingham, and the vacancy thus created will be filled up at the annual meeting.

Members.—The membership of the society is in a satisfactory condition, the number of members shewing an increase of seven over that for last year. Three members have resigned, three have died, two have ceased membership by reason of non-payment of subscriptions, and fifteen new members have been elected: the number on the register on the 31st of December, 1913, was 370. Twenty-one barristers have during the year subscribed for the privilege of using the library. Your committee report with regret the deaths of Messrs. A. W. Barnes (Lichfield), R. Mogford, T. H. Russell and E. A. Sheldon (Stourbridge). Mr. Russell had held all the offices to which a member of the society can be elected, and in these capacities had for many years rendered conspicuous service, not only to the society, but also to the profession of which he was a member.

Solicitors and Debt-Collecting Societies.—The position of solicitors who are appointed to act on behalf of debt-collecting societies has come before your committee on several occasions during the last year. While they do not feel it desirable to lay down any hard and fast rule with regard to the position which a solicitor may occupy with regard to such a society, they desire to place on record their opinion that it is undesirable for a solicitor to a debt-collecting society to undertake to give advice gratis to its members, and they are strengthened in their view by the remarks of Lord Sumner (then Hamilton, J.) in the case of *Re a Solicitor, Ex parte the Law Society* (28 T. L. R. 50), where he said: "It is not necessary or desirable to define the connection which a solicitor may properly have with a debt-collecting agency: it is enough to say that what the respondent has in fact done is inconsistent with the proper conduct of a solicitor."

G. J. Johnson Memorial.—A strong feeling has existed among the members that steps should be taken to perpetuate the memory of the late Mr. G. J. Johnson, not only as an honoured member of the profession for over fifty years, but in recognition of the long and valuable services he rendered to the society. Your committee have accordingly decided to place a memorial tablet with a suitable inscription in the library, and to provide a badge and chain of office to be worn on ceremonial occasions by the president of the society for the time being, and to be known as "The G. J. Johnson Memorial Chain."

Bankruptcy and Deeds of Arrangement Act, 1913.—The above measure, which will come into operation on the 1st of April next, was introduced into the House of Commons in practically the same form as the Bill upon the same subjects which had been introduced in 1912. The main objection to the Bill of 1912 was that clause 11 as originally drawn would have had the result of modifying the decision in *Cohen* v. *Mitchell* (25 Q. B. D. 262) to the disadvantage of persons purchasing the after-acquired property of a bankrupt. Fortunately the representations made by your society and others have proved successful, and by the new Act the protection which had been hitherto enjoyed by purchasers of personal property under the decision in the case of the *New Land Development Association and Gray* (1892. 2 Ch. 138) has now been extended to purchasers of real property, the two kinds of property being put upon the same footing.

Real Property and Conveyancing Bills.—These measures were introduced last year by the Lord Chancellor into the House of Lords, and although they have been withdrawn it is understood that they will shortly again be brought in. They have been considered by your com-

mittee, who have adopted the view expressed by the Council of the Law Society in the following resolution: "That the Lord Chancellor should be asked to incorporate the Law of Real Property and Conveyancing Bills into one Bill, and that in the event of this being done the Council are prepared to support the Bill, subject to such amendments with regard to detail as may upon further consideration appear to be desirable." The policy thus proposed is approved by the Associated Provincial Law Societies, and the two Bills are receiving the most careful consideration of the Council of the Law Society with a view to the introduction of all necessary or desirable amendments.

Sussex Law Society.

The following are extracts from the report of the committee of the Sussex Law Society submitted to the annual meeting held on the 11th of February, 1914:—

Members.—At the present time there are 111 members of the society, of whom 73 practise in Brighton and Hove and 38 elsewhere. There are also five subscribers to the library. At the end of 1912 there were 109 members and four subscribers. The committee record with much regret the death of Mr. R. Barrett Pope (Brighton) and Mr. R. Henwood (Horsham). Mr. Pope, who had been an active member of the society for twenty-eight years, served on the committee for several years, and was president in 1911 and 1912.

Law Classes.—The final class, under the charge of Mr. F. B. Stevens, B.A., LL.B., the intermediate, under that of Mr. Harold M. Blaker, and the accounts and book-keeping, under that of Mr. S. Vanner Farrington, LL.B., has been continued, and the society is greatly indebted to these gentlemen for their labours. The numbers attending the classes during the past year show a considerable reduction, but this is mainly accounted for by the decrease in the total number of clerks under articles in the district. At the present time, six students are attending the final class and two the intermediate class. Clerks of members are entitled to attend the classes at reduced fees. It is hoped that members will do their best to induce articled clerks to join the classes, and also the Students' Debating Society.

Points to be Noticed.—The attention of members is especially called to the following points:—

1. The new Bankruptcy Act, 1913, will come into force on the 1st of April, 1914. Your committee drew the attention of the Board of Trade to the fact that the proposed clause as to purchases of after-acquired property from an undischarged bankrupt was badly drafted and ineffectual; eventually, after persistent efforts by the Law Society and other bodies, the section was amended, and a bankrupt will now be able to make a good title provided the trustee has not intervened before completion.

2. In *Hewson* v. *Shelley* (1913, 2 Ch. 384) it was decided that letters of administration were revoked by the subsequent discovery of a will, and that a sale to a *bona fide* purchaser by the administratrix before the revocation of the grant was void. To meet the difficulty, the Law Society have arranged that the following clause shall be inserted in the Lord Chancellor's Real Property Bill:—Where probate or letters of administration, granted either before or after the commencement of this Act, are revoked, such revocation shall (without prejudice to any order of the court made before the commencement of this Act) operate without prejudice to any title or right which would have been acquired by a purchaser from the personal representative if the grant had not been revoked."

3. The Poor Persons Rules, which take the place of the *in formâ pauperis* rules, come into force on the 1st of May, 1914.

4. The Law Society have been advised by eminent counsel that an agreement for the collection of rents, interest, or debts, the remuneration for which is to be a percentage on the amount recovered, and which contemplates litigation, would be an infringement of the law against champerty and illegal. They are, however, of opinion that such an agreement, if it excludes the taking of legal proceedings, is neither unprofessional nor objectionable.

5. In *Roney & Co.* (136 L. T. 299), where one shorthand-writer was employed on behalf of both parties, the defendants' solicitors were, on a taxation as between solicitor and client, not allowed the cost of the shorthand notes, as they had not explained to their clients that, whatever the result of the proceedings, the cost of the shorthand notes, being an unusual expense, might not be allowed as between party and party.

6. The Bar Council have, at the instigation of the Council of the Law Society, passed a resolution that "It is undesirable that counsel should accept any brief from a clerk to a local authority who is not a solicitor."

7. In *Rex* v. *Brixton Income Tax Commissioners* (29 T. L. R. 712) the Attorney-General admitted that the Surveyor of Taxes had no right, under section 57, sub-section 7, of the Taxes Act, 1880, to be present while the Commissioners are considering their decision, the tax-payer being required to retire.

Chester and North Wales Incorporated Law Society.

The annual meeting of the above society was held at the Town Hall, Chester, on Wednesday, the 18th ult., the retiring president (Mr. T. H. Whiteley, Nantwich) in the chair. The society's intermediate prize for articled clerks was presented to Mr. J. Ll. Yarwood, who is articled to Mr. H. P. Rigby, Middlewich.

The following officers were elected for the ensuing year:—President, Mr. H. Goodman Roberts (Mold); vice-president, Mr. James Porter (Conway); hon. treasurer, Mr. T. M. Dutton (Chester); hon. secretary, Mr. Henry G. Hope (Chester); hon. auditors, Messrs. F. Turner (Chester) and Francis Nunn (Colwyn Bay).

The following (with the officers) are the committee for the year:—Messrs. L. Lloyd John (Corwen), H. Hatt-Cook (Northwich), H. F. Brown (Chester), N. A. E. Way (Chester), J. H. Bate (Wrexham), F. H. Cooke (Crewe), T. H. Whiteley (Nantwich), A. Matheson (Chester), J. J. Marks (Llandudno).

The following are extracts from the reports of the committee:—

Members.—The society now numbers 185 members. The committee regret to record the death, during the year, of four members: Mr. J. Fenna (Chester), Mr. J. Allington Hughes (Wrexham), Mr. J. Parry Jones (Denbigh), and Mr. F. B. Mason (Chester). Mr. J. Allington Hughes was president of the society for the year 1891, and at the close of his year of office founded the "John Allington Hughes Prize." The committee much deplore the untimely death of Mr. Mason, who had been hon. treasurer of the society for the past fifteen years, and they have placed on record their high appreciation of his faithful and untiring services to the society.

Public Sale Condition No. 2.—In pursuance of a resolution passed at the last general meeting of the society, referring to the committee the question of the desirability of striking out the words "And the vendor may bid up to that price by himself or his agent," in Condition 2 of the Public Sale Conditions, so as to prevent puffing, the committee have considered the matter, and have come to the conclusion that it is not desirable to strike out from Condition 2 the words in question, and that the clause should be left as it is.

Chester Stamp Office.—The committee having prepared and forwarded a memorial to the Board of Inland Revenue requesting the Board to establish a Stamping Office in Chester, the Board stated in reply that they were unable to comply with the request, but that they had made arrangements whereby, subject to certain exceptions, documents lodged at the Stamp Office at Chester for stamping or increment value duty purposes would be dealt with at Liverpool, and returned in time to be delivered out at the Stamp Office at Chester after 1.15 p.m. on the following day. Such arrangements are now in force, and have been found a convenience.

Counsel Accepting Briefs from Clerks to Public Authorities who are not Solicitors.—The representatives of this society brought this matter before the annual meeting of the Associated Provincial Law Societies, held on the 23rd of February, 1912, when the following resolution

was passed :—"That the Council of the Law Society be requested to again take into their consideration the question of counsel accepting briefs to appear at Local Government inquiries from clerks to local authorities who are not solicitors." As requested by the Law Society, the committee supplied particulars as to the lay clerks to municipal and local authorities within the area covered by the society's district, and as a result of the representations of the Law Society, the General Council of the Bar have reconsidered their previous ruling on the subject, and have adopted the following resolution :—"That it is undesirable that counsel should accept any briefs from a clerk to a local authority who is not a solicitor."

Land Transfer.—This important subject has again occupied the attention of the committee, and has assumed a new phase by reason of the introduction in the House of Lords on the 10th of July last, by the Lord Chancellor, of the Real Property Bill and the Conveyancing Bill. The Lord Chancellor stated that he had been assisted in the preparation of these Bills by Sir Philip Gregory, Mr. B. L. Cherry, Sir Charles Brickdale, Mr. F. F. Liddell, C.B., and Mr. J. W. Hills, M.P. (a member of the Council of the Law Society), and that his object in introducing them at that time was that they should be scrutinised by experts and by the public, and that he hoped that by next session they would assume such a shape as to become largely uncontroversial. It is understood that the Bills will be proceeded with in the next session of Parliament. The Bills are very complicated and of great length, and contemplate many important and far-reaching amendments in the law relating to real property and conveyancing. The Real Property Bill is intended to amend the law of real property, to abolish copyhold and other special tenures, and to amend the Settled Land Acts and the Land Transfer Acts. The Conveyancing Bill proposes to simplify the title to and the transfer of land, to amend the law as to settlements, and to amend the Land Transfer Acts, 1875 to 1913. The Bills are to a large extent based upon and incorporate Bills which the Council of the Law Society have themselves promoted, and in so far as they are not covered by those Bills, they purport to give effect to the recommendations of the Royal Commission on Land Transfer. It is to be noted, however, that the Lord Chancellor, in giving effect to such recommendations, has not limited himself to those which may be said to be intended to advance the cause of registration of title, but has adopted also those which prevent its immediate extension and which secure the keeping of mortgages off the register if that practice is preferred. The Council of the Law Society have recommended the profession to accept these Bills. They are of opinion that the Bills, if passed together, will give an opportunity of comparing the two systems of conveyancing side by side, and that the result will be to the advantage of the non-registration system. As stated in the memorandum recently prepared by the Land Transfer Committee, "The result of passing the Real Property Bill and the Conveyancing Bill together will be to test the procedure under the Land Transfer Acts which involves registration of every transaction, as against that under the Conveyancing Bill, which involves registration merely of cautions and inhibitions, and converts the registrar from a judicial officer into one exercising merely ministerial functions. The Council are of opinion that the result of this test will be entirely to the advantage of the latter procedure, and they therefore regard it as of the utmost importance that the two Bills should be treated as inter-dependent, which must be passed together, and neither of which can be worked successfully if passed alone. Your committee have come to the conclusion that subject to the consideration of details, and assuming it is assured, either by consolidation or otherwise, that the two Bills shall become law at the same time, they deserve the support of the profession.

Debt Collecting. Remuneration by Commission.—The Council of the Law Society have been advised that an agreement for the collection of rents, interest, or debts, the remuneration for which is to be a percentage on the amount recovered, and which contemplates litigation, would be an infringement of the law against champerty, and illegal. It appears, however, that such an agreement, if it excludes the taking of legal proceedings, is neither unprofessional nor objectionable. It is probable that legislation will be promoted to give validity to agreements for remuneration by commission or percentage in suitable cases.

County Court Executions.—The committee having received a complaint as to the delay experienced in certain county court districts in having executions levied, communicated with representative advocates in various parts of the society's district, and requested their experience. From the replies received, the committee were of opinion that the complaint was not a general one, and they decided not to take any further action.

The Late Mr. G. J. Johnson, of Birmingham.

Prior to the business of the annual meeting of the Birmingham Law Society, held at the Law Library, on the 25th of February, says the *Birmingham Daily Post*, a memorial to the late Mr. G. J. Johnson, presented by members of the society, was formally unveiled. Mr. A. H. Coley (president of the society) presided.

The memorial takes the form of a tablet, which is placed on the wall of the library, and a chain and badge of office, which will be worn on ceremonial occasions by the president of the society for the time being, and will be known as "The G. J. Johnson Memorial Chain." The tablet, which is the work of Mr. R. M. Catterson-Smith, is of hammered brass, and bears the following inscription :—"This tablet is placed here in affectionate remembrance of George James Johnson, LL.D., solicitor of the Supreme Court. For upwards of fifty years a member of the Birmingham Law Society, he was hon. secretary from October, 1865, to January, 1872, and president from August, 1874, to October, 1876. Prominent in public service, he was Mayor of Birmingham, 1893-4. A firm believer in the value of education, he wisely directed the purpose expressed in the foundation of Mason College and realised in the establishment of Birmingham University. He died on the 16th of January, 1912, in his eighty-sixth year. 'He was a good man, and did good things.'"

The badge and chain are the joint work of Mr. and Mrs. A. J. Gaskin, and are made of 18-carat pale gold. The chain is constructed of hollow, box-shaped links, alternating transversely with fiddle-shaped links—forty-two in number, the central link from which the badge depends being oval. Each link is richly decorated with spirals of fine twisted wire. The monograms of the presidents, vice-presidents, and secretaries of the society from its foundation in 1818 are woven into the design on slightly domed discs in the centre of each main link. The pendant, which may be worn with or without the chain, has for its motif and principal decoration the badge of the society worked in Limoges enamel, representing a symbolical figure, crowned and enthroned, holding a sceptre and book in either hand. She is supported on her left by a figure of Justice, and on her right by an armed figure representing Might. This enamelled plaque is framed with a broad band of gold, slightly bevelled and ornamented in keeping with the chain. Four small panels of pierced work give a note of depth to the frame work of the badge. Engraved at the back is the inscription :—"The Birmingham Law Society, Founded 1818. In Memoriam, G. J. Johnson, 1912."

The presentation was made on behalf of the subscribers by Mr. R. A. Pinsent and Mr. Archibald S. Bennett. Offering the chain and badge, Mr. Pinsent said they presented their hearty thanks to Mr. and Mrs. Gaskin for the great care and attention they had taken in preparing that work of art. The chain was reminiscent to some extent of the past presidents of the society, but the chief interest centred in the badge, which was inscribed in memory of Mr. Johnson. To those present who knew Mr. Johnson as "G. J.," and to those who only knew him as "Mr. Johnson," no memorial was wanted. His high sense of honour, his marked ability, his absolute fairness, his genial wit, and his never-failing kindness would never be forgotten. But another generation would arise to whom Mr. Johnson could only be a mere name, and the wish of those present was that if any one of that rising generation should ask who Mr. Johnson was they would be able to say : "He was a man of whom our contemporaries thought so highly that they wished to perpetuate his memory in this beautiful form."

Mr. A. S. Bennett, presenting the tablet, said it took a simple form, and the inscription had been composed with a like restraint, because it commemorates a simple life. It attempted not to schedule all the honours and offices which Mr. Johnson enjoyed and held, but rather to suggest the main interests of his long, honourable and successful career, a career which inspired in everyone affection, and claimed from them a persistent emulation.

The president, accepting the memorial, said they knew Mr. Johnson for his learning, and it was, after all, the business of a lawyer, as Oliver Wendell Holmes had said, to know law. And Mr. Johnson knew law in the large and broad sense of the term. He was widely read in the philosophy and history of law. He had taught law, and his range of knowledge was quite extraordinary. Not only was Mr. Johnson a great lawyer in every sense of the term, but he was a good and useful citizen, and had illustrated in his own person the debt which the city of Birmingham owed to the present and past generations who had done the city great service.

Law Students' Journal.

Law Students' Societies.

UNIVERSITY OF LONDON INTER-COLLEGIATE LAW STUDENTS' SOCIETY.—At a meeting held on Tuesday, the 3rd of March, 1914, at University College (Mr. H. J. H. Mackay presiding), the proceedings took the form of the trial of a special case under R.S.C., orders 18a and 34. The plaintiff was lessee of a messuage under an indenture of lease, dated the 10th of October, 1905, containing a covenant that the plaintiff should not underlet the premises without the consent in writing of the defendant, the lessor, subject to the proviso that such consent should not be withheld if the proposed assignee or under-lessee were a responsible and respectable person. The defendant had refused his consent to the assignment of the messuage, unless the proposed assignee would enter into separate covenants with him to observe all the covenants of the lease of the 10th of October, 1905, which the proposed assignee was unwilling to do. The plaintiff claimed (1) that the defendant should be ordered to grant a licence to the plaintiff to assign the messuage; (2) alternatively a declaration that the plaintiff was entitled to assign the premises without the consent of the defendant; (3) such other relief as to the court might seem fit; and (4) costs. Counsel : For the plaintiff, Mr. H. P. Wells; for the defendant, Mr. H. F. Silverwood. Judgment was given for the plaintiff on his alter-

native application, with costs, and further relief to the extent that a clause in the covenant as to forfeiture should not be operative. The proceedings closed with a hearty vote of thanks to Mr. Mackay.

Law Students' Debating Society.—At a meeting of the society, held on the 3rd of March, 1914 (Mr. W. S. Jones in the chair), the subject for debate was: "That democracy is advancing more rapidly in the United States of America than in this country." Mr. L. Spero opened in the affirmative. Mr. D. L. Kelleher seconded in the affirmative. The following members also spoke: Messrs. C. F. King, G. M. Barnes, A. J. Long, Tildesley, H. P. Gisborne, W. S. Meeke, M. C. Batten, R. Leather, E. J. Kafka, E. Strelitski, H. G. Meyer, and C. R. Morden. The motion was carried by one vote.

Wrexham and District Law Students' Society.—The fifth ordinary meeting of the above society was held on Tuesday evening, the 3rd of March, at the Public Library, Wrexham, and took the form of a lecture on "Advocacy," delivered in a very interesting and instructive manner by Professor Levi, M.A., B.C.L., Professor in Law at University College of Wales, Aberystwyth. Mr. Thomas Bury, president of the society, occupied the chair, and opened the meeting with a few remarks upon advocacy in general, after which Professor Levi dealt very excellently with the subject. Mr. Hopley Pierce, a vice-president of the society, and a member of the Board of Legal Education for Wales, spoke a few words upon the work of the latter, and solicited support for it. On the respective propositions of Messrs. Frank Hatch and H. B. Jones, seconded by Messrs. W. E. Williams, LL.B. (Aber.) and S. Hughes, very hearty votes of thanks were accorded to both Professor Levi and Mr. Thomas Bury, to which both replied briefly, bringing a very successful meeting to a close.

Companies.

Britannic Assurance Company.

The forty-eighth ordinary general meeting of the company was held at the chief offices, Birmingham, on the 27th ult., Mr. F. J. Jefferson, chairman and managing director, presiding. The report for 1913 states that, notwithstanding a substantial increase in the amount distributed by way of claims, the net result of the year's transactions has been the addition of £258,000 to the accumulated funds, which now amount to £3,544,986. The directors also refer with pleasure to the results of the annual valuation reported by Mr. Ackland, which enable them to continue the allocation of the substantial bonus of 32s. per cent. for the year to participating policy-holders in the ordinary branch, and to continue the practice inaugurated last year of paying 5 per cent. bonus to claimants under industrial policies. The income from investments amounted to £146,370, exactly double the amount earned seven years ago.

Prudential Assurance Co., Ltd.

The sixty-fifth annual report of the above company will be found on page 354.

Obituary.

Mr. R. O. B. Lane.

Mr. Richard Ouseley Blake Lane, K.C., formerly a metropolitan magistrate, died on the 28th of February at his residence in Kensington. The eldest son of the Rev. Jeremiah Lane, rector of Killashee, Co. Kildare, he was born in 1842, and was educated at Trinity College, Dublin. In 1870 he was called to the bar by the Inner Temple, and took silk twenty years later. From 1893 to 1895 he was a metropolitan police magistrate at North London, when he was transferred to the West London Court. In 1910 he retired owing to ill-health. Mr. Lane married in 1867 Sophia, daughter of Mr. P. M. Burke, of Danesfield, County Galway; she died in 1891.

Mr. Lawrance Counsel.

Mr. Lawrance Counsel, of Gray's-inn, who died recently, was the eldest son of Mr. Loughton Counsel, of Ardee, Co. Louth, and of Melbourne. Both before and after his call to the bar in 1861 he was in the Inland Revenue, having been a government student at University College. He served for many years as collector at Athlone, he was a magistrate for Co. Westmeath, and in Cork, and later, until his retirement at seventy-two years of age, at Tower Hill, London. His eldest son is Mr. E. P. S. Counsel, of the Irish bar and Middle Temple. Mr. Counsel was ninety-two when he died, and was, almost to the last, a welcome and prominent figure at Gray's-inn. His loss will be felt by a multitude of friends.

Legal News.

Appointments.

Mr. Francis Reynolds Yonge Radcliffe, K.C., has been appointed Judge of County Courts, Circuit No. 36, in place of his Honour Judge Sir T. W. Snagge, K.C.M.G., deceased. Mr. Radcliffe, who was born

in 1851, was called to the bar by the Inner Temple in 1876, and has been Recorder of Portsmouth since 1904.

Mr. WILLIAM MOORE CANN has been appointed Judge of County Courts, Circuit No. 20, in place of his Honour Judge Wightman Wood, deceased. Mr. Cann was called to the bar by the Inner Temple in 1883. He is in his 58th year.

Changes in Partnerships.

Dissolutions.

WILLIAM HERVEY SMITH and ADRIAN A. SMITH, solicitors (Hervey Smith & Sons), 92, Market-street, Hyde, in the county of Chester, and 55, Cross-street, in the city of Manchester. Jan. 28. William Hervey Smith retires from the partnership; Adrian Arthur Smith will continue to carry on the said business at the above addresses, under the style or firm of Hervey Smith & Sons.

ARTHUR GEORGE HOOPER and ARTHUR GEORGE TANFIELD, solicitors (Hooper & Tanfield), 26, Corporation-street, Birmingham, in the county of Warwick. Jan. 1. The said Arthur George Tanfield will continue to practise at the above address, under the style of Tanfield & Co. [*Gazette*, Feb. 27.

JOHN ROBINSON and CORNELIUS VINCENT SUCKLING, solicitors (Robinson & Suckling), 5, King's-terrace, Southsea, 12, Melville-street, Ryde, and Seaview, all in the county of Hants. Feb. 19. The business will be carried on in the future by the said John Robinson in his own name. [*Gazette*, March 3.

General.

The Vinerian Law Scholarship at Oxford has been awarded to Mr. Henry F. Angus, B.A., Balliol. *Proxime accesserunt*, Donald L. Finnemore, B.A., Pembroke, and Cyril H. W. Pugh, B.A., St. John's. Mr. Angus, who gained a first class in the final honour school of Jurisprudence last summer term, came to Oxford from the McGill University.

In the House of Commons, on the 26th ult., Mr. Rowntree asked the Secretary of State for the Home Department whether it was his intention to introduce and pass into law this session a Bill to make obligatory wherever possible the allowing to offenders of time for payment of fines in lieu of imprisonment. Mr. McKenna: I propose to introduce a Bill for this purpose at an early date, and earnestly hope it may pass into law.

Before Alderman Sir Charles Wakefield, at the City Summons Court on Tuesday, Albert Greenbaum, White Lion-street, Bishopsgate, was summoned for recklessly driving a motor-car on Sunday, the 22nd of February. According to the evidence, the defendant drove over the Holborn-circus crossing at a speed of about thirty miles an hour. Two little children began to cross in front of some stationary omnibuses, and a police-constable named Maynard, with a child in his arms, was crossing at the same time. No hooter was sounded, and Maynard, seeing the peril the two children were in, rushed to their assistance. The defendant suddenly applied his brakes, the car skidded, and Maynard and the three children were knocked down and hurt. The defendant said that he was travelling at only fifteen miles an hour. "Seeing two babies wandering in the road" he put on speed, knowing he could have cleared them. He considered Maynard the sole cause of the accident. Sir Charles said he was satisfied that the defendant was guilty of reckless driving. Motor-cars were of great service when properly used, but they were a curse if made into juggernauts. He imposed a fine of £5 and costs. His worship then called forward Maynard, and congratulated him "upon an act of conspicuous bravery." He said he would strongly recommend him for special consideration.

Mr. G. W. Lloyd, of the Copyhold Branch of the Board of Agriculture, says the *Times*, read a paper on the "Valuation of Copyholds" at the Auctioneers and Estate Agents' Institute on the 27th ult. Mr. B. I'Anson Breach, the president, took the chair. In the course of his paper, Mr. Lloyd referred to some curious customs as to the descent of copyholds. He said that one form was that the eldest daughter took the copyhold for her life; then it went to her father's male heirs deriving from males, that is, to her brothers or brother's sons, but not her own sons; and in default of males deriving through males, the property reverted to the lord. A variation of Borough-English was that lands acquired by the dead holder by right of descent went to his youngest son, while the lands which he acquired by purchase went to the eldest son. There were minor fines, such as Bosage, for cattle feeding on the common; Faldage, for folding sheep on one's own land instead of on the lord's land; Chevage, for liberty to live outside the manor; Childwite, for an illegitimate child. Then there were greensilver, gressum, work-silver, Peter's pence, beadereape money, tax on males over 15 years, compulsion to have one's corn ground at the lord's mill, and necessity for a licence to sell male cattle. There was the Lawless Court of Rochford. The tenants once conspired to raise a commotion, and the plot being discovered, the lord ordained that every year on the Wednesday after Michaelmas the tenants should at cock-crow attend a court, at which they were to speak only in whispers, without any light, with only a piece of charcoal wherewith to write, on pain of forfeiting double rent. There was a similar "swarf" custom in other places.

Miss Emily Reilly, of Cadogan-place, daughter of Mr. John Reilly, of St. Brigids, Co. Dublin, and granddaughter of the first Lord St. Leonards, left estate of which £39,635 is net personalty. She left the Chancellor's robes and oak chest and all other Chancellor's robes formerly the property of her grandfather and certain diamonds to devolve as heirlooms to the person who shall be Lord St. Leonards; and the framed Chancellor's purse and the medals given to her three uncles to her sister, Mrs. Bell, for life, with remainder to Matthew G. E. Bell.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1	Mr. Justice Joyce.	Mr. Justice Warrington.
Monday Mar. 9	Mr. Jolly	Mr. Farmer	Mr. Synge	Mr. Borrer
Tuesday 10	Greswell	Synge	Borrer	Leach
Wednesday ..11	Bloxam	Church	Jolly	Greswell
Thursday 12	Goldschmidt	Greswell	Bloxam	Jolly
Friday 13	Leach	Jolly	Goldschmidt	Bloxam
Saturday 14	Borrer	Bloxam	Farmer	Synge

Date.	Mr. Justice Neville.	Mr. Justice Eve.	Mr. Justice Sargant.	Mr. Justice Astbury.
Monday Mar. 9	Mr. Church	Mr. Bloxam	Mr. Goldschmidt	Mr. Greswell
Tuesday 10	Farmer	Jolly	Bloxam	Church
Wednesday ..11	Goldschmidt	Synge	Farmer	Leach
Thursday 12	Leach	Farmer	Church	Borrer
Friday 13	Borrer	Church	Greswell	Synge
Saturday 14	Greswell	Goldschmidt	Leach	Jolly

COURT OF APPEAL.

SUPPLEMENTARY LIST OF APPEALS FROM ALL DIVISIONS AND OF CAUSES (CHANCERY DIVISION).

Set down to February 23rd, 1914.

HILARY SITTINGS, 1914.

The Appeals or other Business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION.

(General List.)

Judgment Reserved.

Dysart and anr v Hammerton (c a v Feb 17)

FROM THE CHANCERY DIVISION THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1913.

In re Drewell, dec Storr v Drewell (s o Easter)
Grose v Briggs and ors (s o generally)
Companies Winding Up In re the Companies (Consolidation) Act, 1905, and In re the Premier Underwriting Assoc ld (not before April 21)
In re John Lewis, dec Mitchell v Hunt (s o until March 2)
In re Same Same v Same (s o until March 2)
Hewson and anr v Shelley and ors
In the Matter of the Companies (Consolidation) Act, 1908, and In the Matter of the Law Guarantee Trust and Accident Soc ld
Hopcroft v Hopcroft and Norris ld Hopcroft and Norris ld v Hopcroft and anr (s o to March 23)
In re P C Smith, dec Smith v Smith (s o generally)
In re William Cresswell, dec Lineham v Cresswell and ors
In re T H Archer-Hind, dec Dunn v Archer-Hind
Millbourn and ors v Lyons (s o for appointment of Legal Representative)
John Vipond & Co ld v The Blaenavon Co ld
In re H C Nisbet, dec In re A B Darby, dec Darby v Nisbet
In re M C Law, a Solr, &c
Wood v Conway Corpn
In re The Trusts of Earl Somers' Will and Codicil Somerset v Somerset and ors, and In re The Conveyancing Act, 1911
In re Earl Somers, dec Somerset v Somerset and ors

In re Trusts of Earl Somers' Will Somerset v Somerset and ors
In re Phillip Williams, dec Metcalf and ors v Williams and ors
In re Benzon, dec Bower v Chetwynd
In re James Gibbon, dec Lamb and ors v Chater and anr
In re an Application, No 349,763, by the Texas Co for registration, and In re The Trade Marks Act, 1905
Last and anr v Hucklesby
Swansea District Registry Woodman v The Pwllbah Colliery Co ld
In re Claremont, dec Claremont and anr v Bastard and ors
In re Jane Shaw, dec Public Trustee v Little and ors
In re John Scutt, dec In re Josias Croad, dec In re E Kellaway, dec Scutt and ors v Ensor and ors

1914.

In the Matter of Letters Patent, No 26,671 of 1906, granted to G A Smith, and In the Matter of the Patents and Designs Act, 1907
Manchester Ship Canal v Horlock
Appenrodt v London County Council
In the Matter of the Estate of John Gurden, dec Gurden v Gurden
Whittington Gas Light & Coke Co ld v The Chesterfield Gas & Water Board
In re Benjamin Johnson, dec Pitt v Johnson and ors
In re Jaques, dec Eccles v Dearlove
In re Helyar, dec Church v Helyar and ors
In re an Application of Thomas Crook, No 346,347, and opposition by Leaver Bros, No 56,014 In re The Trade Marks Act, 1905
In re M A Deloitte Gosling and anr v Griffith and ors
In re A Whitehead, dec T Whitehead v O L A Whitehead and ors
In re The Estate of H J Young, dec W J Young v Herbert Young and ors
In re The Companies (Consolidation) Act, 1908 In re The British Union, &c, Co ld, and In re The Assurance Companies Act, 1909 (expte Frank Teychenne Urch and anr)
Salaman v Blair and ors Blair v Johnstone (actions consolidated)

FROM THE CHANCERY DIVISION.

(Interlocutory List.)

Judgment Reserved.

In re J R Lee, dec Nicholls and ors v Lee (c a v Jan 19)

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

1913.

Korkis v Andrew Weir & Co
Channel Collieries Trust ld and ors v Dover, St Margarets & Martin Mill Light Ry Co and ors

1914.

Divorce Gilroy v Gilroy (Harris intervening)
Polkey v Jarratt
Von Hellfeld v Rechnitzer and ors

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(General List.)

1913.

In re Charles Roger Jacson, dec Peel v Jacson (Liverpool District Registry)
Hall v The Lord Mayor, Aldermen and Citizens of the City of Manchester

1914.

In the Matter of the Estate of Edward Taylor, dec Booth v Taylor

FROM THE PROBATE AND DIVORCE DIVISION.

(Final and New Trial List.)

1913.

Probate In re Reginald Percy Hamilton, dec E C Hamilton (widow) v J E E Hamilton (spinster)
Divorce Farrar v Farrar and Booth

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re A Debtor (expte The Petitioning Creditors v The Debtor), No 1,024 of 1913

FROM THE KING'S BENCH DIVISION.

(Final List.)

Judgments Reserved.

The King v Assessment Committee of the Met Boro' of Islington (expte The London County Council) (c a v Jan 21)
In re The London Building Act, 1894 Clode v The London County Council (c a v Feb 19)
Morison v London County & Westminster Bank ld (c a v Jan 29)

Revenue Appeals.

(Final List.)

Drummond v J W Collins, Surveyor of Taxes (Revenue Side) (c a v Feb 5)
Usher's Wiltshire Brewery ld v Bruce, Surveyor of Taxes (Revenue Side) (c a v Feb 6)
A W Davis (Surveyor of Taxes) v W Butler & Co ld (Revenue Side) (c a v Feb 6)

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1911.

McRae v Penman (Gee & Sheen 3rd parties) (s o generally Nov 8)

1912.

The Egyptian Hotels ld v James Mitchell (Surveyor of Taxes)

1913.

Holland & Hannen & Cubitts ld v Decies (s o until further order)
Biddell v Jackson
Hallett v Hughes
Walter v Whiteman
Spencers ld v Meyrick
Nelson v James Nelson & Sons ld
Rodocanachi & Reynolds ld v C J Hambro & Son
Chantrey v London Theatres of Varieties ld
Evans v Giverndraeth Anthracite Collieries ld
Holding v Bankes and anr
Reed v London Theatres of Varieties ld
Nightingale v Parsons
Skidmore v Walsh
Mayor, &c, of Gateshead v Lumsden
Morgan v Gray
In the Matter of an Arbitration between the County Council of the North Riding of Yorkshire and The Middlesborough County Council
London Trades Shipping Co ld v The Gen Mercantile Shipping Co ld (before March 2)
Reece (trading as J Blake & Co) v Kingsmill and ors
H K Judd & Co ld v London & South Western Bank ld
Crack v Hayward
Hurlstone v London Electric Ry Co and anr
Allis Chalmers & Co v Fidelity Deposit Co of Maryland
Hughes and ors v Fossick
Wolf v R H Halford & Sons ld
Wigmore v Harris
R Leslie ld v Shiell
The General Estates Co ld v Beavon
Hippolyte Sohm v Kilsby
Pilling v South Kirkby, Featherstone & Hemsworth Collieries Co ld
Streatfield v New Central Omnibus Co ld
Cooper and ors v Crawford
Hardinge v Woodbridge & Flint
Betts v The Yorkshire Insce Co ld and Debenhams ld
Same v Same
In re The Agricultural Holdings Act, 1908, and In re an Arbitration between J Osborne and A W Shaw
Shoerats v Shoerats
Western Electric Co ld v Great Eastern Ry Co
Griffin v Maitland
Societe des Hotels Reunis v Hawker
Hughes v Margett's International Sectional Tyre Co ld and ors
Bendix v Chilian Syndicate ld and anr (s o Easter)
Stuart v Meyer & Co
Burnett v Samuel (to come on with No 6, Interlocutory List)
Jenkins v Cohen
Higgins v Power
Dallimore v Williams and anr
Ormsby v The Troesan Estates ld
Thorn v Alhambra Co ld
Priest v McClymont
Watney, Combe, Reid & Co ld v Berners
Chancer v Weisberg
The Western Steamship Co ld v Amaral, Sutherland & Co ld
Glyn v Holophane ld
Danckwerts v French & Plucknett and ors
Nicholson v Cowen and anr
United States Steel Products Co v Great Western Ry Co
Home Counties Transport Co ld v Gasson, Cockerill & Co ld
E Dean & Beal ld v Société Anonyme des Chocolats au lait F L Cailler
Street v Royal Exchange Assce
Charing Cross, West End & City Electricity Supply Co ld v London Hydraulic Power Co
Bailey and ors v Lord Mayor, &c, of Manchester
Reilly v Mayor, &c, of Salford
Homer v London, Brighton & South Coast Ry
Toronto Ry Co and ors v National British & Irish Millers Insce Co ld
Ryall v Kidwell
Dobkin v Lisle
Bennett Steamship Co v Hull Mutual Steamship Protecting Soc ld
Rees v Lewisham Borough Council
Capital & Counties Bank ld v Wright
Ford v Old Wharf, Paradise Street (Birmingham) Properties ld
Jones and anr v T P Jordeson & Co
Firth v Layton
London County Council v Allen and ors
Same v Same
Bricoult-Romain v Invincible & General Insce Co ld and anr
de Woolf v de Leef
Anderson v Caves
George E Fox ld v Price
Wootton v Sievier and ors
Stepney & Bow Educational Authority v The Commrs of Inland Revenue (Revenue Side) (s o till after decision in House of Lords in "Marquis Camden and Inland Revenue Commrs")
Muhesa Rubber Plantations ld and Robert William Elder v Hilckes
Poad v Scarborough Union
Wilkinson v E T Holdsworth & Co ld
Kacianoff and ors v China Traders' Insce Co ld
Westborough Urban District Council v Barsley British Co-operative Soc ld
Mygatt v Glyn
The King v Income Tax Commissioners
Marwood v General Argentine Ry Co
Power v Bulnois
In re Bernard Boaler and In re The Vexatious Actions Act, 1896
Morgan v White
Pim v Sayers and ors
Lay v Hill's Gas Plants ld
Killar v Robin
Forbes v Samuel
Produce Brokers Co ld v Olymian Oil & Cake Co ld
Davies, Evans and ors v Thomas
Dannatt v Wright & Co
Jones v MacCrea
Owles v Dobbs and anr and Owles and anr v Dobbs and anr
Marsh (Applt) v Darley (Respt)
The M Thomas Shipping Co ld v London & Provincial Marine & General Insce Co ld
British Oil & Cake Mills ld v Port of London Authority
South African Motor Transport Co ld v Sydney Straker and Squire ld
Holland & Hannen & Cubitts ld v Decies
Charles Lee Roberts & Co v Marsh
M E Booty, an infant (by her Father, G Booty) v London Pressed Hinge Co
Grimes v Evans (trading as A Partner & Co)
Donald Tarry & Slade v Hilckes
Tabraham v Kellett
The King v Mellor
Harrington v Pearl Life Assce Co ld
Thomas v Carr
Pursell v Clement Talbot ld
Kirby v Chessum (HM Commrs of Works, 3rd parties)
Same v Same
Saaler v London General Omnibus Co ld
Ashton & Mitchell ld v Burns

Joseph Travers & Sons ld v Cooper
National British and Irish Millers' Insce Co ld v National General Insce Co ld
Gibson v Marks
Hurst v Picture Theatres ld
Hughes, Judgment Creditor v May, Judgment Debtor (Lubbock, Garnishee)
Great Western and Metropolitan Ry Cos Assessment Committee v The Met Boro' of Hammersmith
Same v Same
Charlton v Gaskain & Co
Hillier v Lane Bros ld and ors
Gabriel & Sons v Churchill & Sim
Lamport v Siegenberg and ors
Same v Same
Holloway v Financial News ld and ors
Evans v Main Colliery Co ld
Codling v J Mowlem & Co
Proenca v South American Ry Construction Co ld
Arkell & Douglas v Kenner & Co
Gonsky v Rosenfeld & Koeri
Mossley Transport Co ld v London and North Western Ry Co
Alston v Durell
Stott (Baltic) Steamers ld v Marten and ors
Williams v New Manchester Theatres ld
Ford v Summerhayes
Smith v Motor Union Insce Co
Hutchins v London County Council
Dobson v Horsley
Pitt v Salmon
In re an Arbitration between The Saccharin Corpn ld and The Anglo-Continental Chemical Works ld
Heyl v Haighton
In re an Arbitration between the Mawson Shipping Co ld and P Reyer
Webber v Excess Insurance Co ld
Ricketts v Thomas Tilling ld
Reichardt v Shard
Wills v The Great Western Ry Co
Briggs v Metallurgique ld
Bull v Painter
F Winkle & Co ld v L Gent & Son
Tofts v Pearl Life Assce Co ld
Edge v Napier & Son
Burrell & Son v Hind, Rolph & Co
Pearson v Wakefield & Puttock
Hendon Paper Works Co ld v Sunderland Assessment Committee
Lotinga v The People ld
Wainwright, Pollock & Co v Rubber Produce Agency ld
Wood and anr v Hill-Wood Hill-Wood v Wood and anr
Lotinga v The Globe Publishing Co ld
Lon and Counties Assets Co ld v Brighton Grand Concert Hall and Picture Palace ld
Dobb v de Pinna
The Darwen and Mostyn Iron Co ld and anr v The Dee Conservancy Board

1914.

Myers v Bradford Corpn
Clenzall Machines ld v Wilman Bros
Morrell v Berrington & Co
Poulton v Moore
Papworth v Mayor, &c of Battersea
Norman v Great Western Ry Co
Cassels & Co and ors v The Holden Wood Bleaching Co ld
Spiers & Son ld v Densham & Lambert
Chaky and anr v North Eastern Insce Co
Jones v Medcalf and ors
W & T Avery v Charlesworth
The Century Bank of the City of New York v Mountain
Polurrian Steamship Co ld v Young
Burrage v A Cauldrey & Co ld
The Commrs of Inland Revenue v Clay and ors (Revenue Side)
Same v Mrs E Buchanan and ors
Amato v Costello & Cavey & Co
Executors of Thomas Waite, dec v The Commissioners of Inland Revenue
Harper v Eyjolfsson
Wiffen v Bailey and The Romford Urban District Council
Porter v Tottenham Urban District Council
De la Bedoyère v Gabriel
London Theatre of Varieties ld v Evans
George v Scott
Pitchford v Blackwell Colliery Co ld
Higginson v Blackwell Colliery Co ld
Abrahams v Dimmock
Jav's Furnishing Co v Brand & Co and anr
Taylor (trading, &c) v Warwick
Reid v Cupper
Newton v The Mayor, &c of St Marylebone
Kemp and anr, Executors v Summers & Sons ld
Barwell v Newport Abercarn Black Vein Steam Coal Co ld
Lloyd v Lloyd
Ried v Royal London Mutual Insce Soc ld
Block v Melhame and In re a Garnishee Order Block v Litvin
Associated Portland Cement Manufacturers (1910) ld and anr v Ashton
Haywood v Faraker
Burrell v Palmer
Bradbury v Meace
Ellis & Sons v Creasey
Godfrey (trading as Godfrey & Collins) v Ebner
Bird v Samuel
In re J D B Lewis, a Solicitor, &c
West Riding of Yorkshire Rivers Board v Linthwaite Urban District Council

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.

(Final List.)

1913.

The Domira—1913—Folio 30 The Commander, Officers and Crew of H M S Melpomerie v The Steamship Domira Co ld (salvage)
The Matiana—1912—Folio 325 The Nestle & Anglo-Swiss Condensed Milk Co v The British India Steam Navigation Co ld
The Junio—1912—Folio 503 The Owners of the Dutch Steamship Dordrecht v The Owners of the Spanish Steamship Junio and freight
The Tern—1912—Folio 505 The Owners of the Steam Drifter City of Edinburgh v Owners of Steamship Tern of Ipswich (damage)
The Elswick Grange—1913—Folios 51 and 56 (consolidated) The Owners of the Steamship Speranza v The Owners of the Steamship Elswick Grange (damage)
The Phœbus—1913—Folios 270 and 280 (consolidated) The Owners of the Steamship Baharistan and the Owners of her cargo v The Owners of the Steamship Phœbus and her freight (damage)
The ss Britannia—1913—Folio 347 The Owners of s s Virgo v The Owners of ss Britannia (damage)

1914.

The Repro—1913—Folio 365 The Owners of Steam Trawler English Prince and ors v Owners of Steam Trawler Repro (damage)
The Humber—1913—Folio 470 The Owners of Steam Ship Dott v The Owners of Paddle Tug Humber

Without Nautical Assessors.

1913.

The Fox—1913—Folio 283 Thomas Walker & Co v Horlock (demurrage)

(Interlocutory List.)

1914.

Ss Amerika—1912—Folio 454 The Commissioners for executing the Office of Lord High Admiral of the United Kingdom v Owners of ss Amerika

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1911.

Clark v Foster Same v Same Forster v Aldridge In re H Forster (expte J Jackson Clark in Bankruptcy) (s o till after action before)

1912

The King v Justices of the County of London & ors (expte Stanley) (s o generally)
The King v Justices of the County of London & ors (expte the London County Council) (s o generally)

1913

Bright v Vidal (s o with liberty to apply)
Forbes v Samuel (s o until further order May 28 for Court No 1)
Burnett v Samuel (with Final Appeal No 84)
Rachel Benjamin (trading &c) v Carter Paterson & Co ld

1914

Le Comte Hyacinthe Cagninacci & ors (trading &c) v Osbourne Graham & Co) (s o generally)
Krassny v Ourousoff
Oesterreichische Export A G v. British Indemnity Insce
The Shipping Federation ld v Jackson
Schimetschet & Moosmaier v Hampson
Collins v Benscher & anr (Vulcan Boiler & General Insce Co ld third parties)

IN RE THE WORKMEN'S COMPENSATION ACTS 1897 AND 1906.

(From County Courts.)

1913

Wheatley v The Lumley Brick Co ld (s o for settlement)
Marshall v Price Wills & Reeves (s o Easter)
Weekes v W Stead & Co (s o generally)
Erwin & Massey v Saunders (s o pending settlement)
Hewitt v John Welch & Sons ld (s o Easter)
Price v Tredegar Iron & Coal Co ld
Turnbull v Vickers ld
Mortimer v Wisker
Chilton v Blair & Co ld
Rudge & Son v G. Young & Son
Godbolt v London County Council

1914.

Prowse v Drew & ors
Durrant v Smith & Co
Gilliard v Eaton & Sons (s o pending settlement)
Burman v Zodiac Steam Fishery Co
The Graigola Merthyr Co ld v Davies
George Rogers v Metropolitan Borough of Holborn
Reed & Reed v Steamship Wyneric & Co ld
Kemp v Lewis
George Bousall v The Midland Colliery Owners Mutual Indemnity Co ld
Maskery v Lancashire Shipping Co ld
Booth (Elizabeth) v Leeds & Liverpool Canal Co
Scott v The Long Meg Plaster Co
Giardelli v London Welsh Steamship Co ld
Taylor v Ward & Co. (Worcester) ld
The Dependants of James Cue dec v Port of London Authority
Thompson v Richard Johnson & Nephew ld
Sheldon v Needham
Trigg v Vauxhall Motors ld
Booth v Primrose Main Colliery Co ld
Jones v D Davies & Sons ld
Rushton v George Skey & Co ld
Legge v Nixon's Navigation Co ld
Griffiths (infant) v The Island Lead-Mills ld

N.B.—The above list contains Chancery, Palatine & King's Bench Final & Interlocutory Appeals, &c., set down to February 23, 1914.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1914.

SUPPLEMENTARY LIST OF CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to February 23rd, 1914.

Before Mr. Justice JOYCE.

Retained Matters.

In re Bentley, dec Podmore v Smith
In re Laycock, dec Laycock v Laycock
In re C. Horsley, dec Broone v Simmons
In re Crawshay Crawshay v Crawshay

Causes for Trial (with Witnesses).

Chambers v Derham (s o generally)
In re Fellows, dec D'Arcy v Corker (s o generally)
Gas Economising & Improved Light Syndicate v Blanchard Lamp Patents Co (s o Easter)
Leon v Slomnicki (s o)
Marconi v Helsby Wireless Telegraph Co
Howard Asphalt Troughing Co ld v Co-operative Wholesale Soc ld
Swan v Pickering (stayed for security)
Dayer Smith v Hadsley (s o until after appeal to House of Lords)
In re E K Bridger, dec Bridger v Simpson (s o Easter)

Easton v Davis
F. Kendall v Biddell
M. Kendall v Biddell
In re Thomas Rose, dec Ravenscroft v Rose
Devon United Mines (1906) ld v The Wheal Jewell & Mary Tavy Mines ld (not before Easter)
Lingard v Stanley
Palliser v Mayor &c of Dover & anr
Jones v Ocean Coal Co ld
Shepherd v London & Lancashire Fire Insce Co ld
Harper v Hamlin (s o)
Alf Cook ld v William Hobb & Sons ld
Fisher v Fisher (s o)
Wallace v Dane (s o)
Price v Jenkins
Davies v Evans
London Tecla Gem Co v Frankel
Mercer v Page
Stevens McCarter v Bock
In re G J Tompkins, dec Tompkins v Mathias)
Motor Owners' Petrol Combine v Rodocanachi
George Newnes ld v Bullivant (s o Easter)
Wynn v The Corpn of Conway
Stephens v Junior Army & Navy Stores ld
Beard v Moira Colliery Co ld
Vincent v Dawson
Pumford v W Butler & Co ld
Cleator Moor U D C v Lord Leconfield
Pessers Moody Wraith & Gurr ld v C Bailey & Co
Lyons v Becker & Turner
Brooks v Brooks
Townsend v Hubbard
Ware v Ware
Brown v Brown
In re W Scott Seton Kerr, dec Seton v Seton)
Seton v Seton

Before Mr. Justice WARRINGTON.
Retained Matters.
Causes for Trial (with Witnesses). (From Mr. Justice SWINFEN EADY'S List.)
In re W G Probyn, dec Probyn v Drayton (s o generally)
Grosslicht v Patent Protection Assoc ld (s o pending petn to wind up)

Further Considerations.
In the Matter of the Estate of Annie James, dec & ors William Thomas James, dec & ors v William James (s o generally)
Goodall v Gramshaw

Causes for Trial without Witnesses and Adjourned Summonses.
In re P Collings, a Solr, and In re Taxation of Costs (s o)
In re Nicholas Kendall, an infant (s o)
In re Letters Patent No 18,898 of 1904 & In re Patents and Design Act 1907 (s o leave to amend)
In re Ernest Edward Street, dec Vevers v Holman (s o liberty to amend)
In re Woollett, dec Bate v Woollett (s o until further order)
In re Henry Smith, dec Tingle v Smith (s o generally)
In re Isaac Robinson Robinson v Robinson (s o generally)
Smith v Australian Mining Gold Recovery ld (s o generally)
In re Eyre, infants Guardianship of Infants Act 1886 (in camera) by order (s o generally)
In re Thomas Key, dec Baker v Key (s o generally)
In re Beaumont, dec (Newcastle-upon-Tyne District Registry) (s o generally)
Egmont v Aman (s o liberty to apply)
In re an Application of R. Reddaway & Co ld No 349,048 & In re The Trade Marks Act 1905 (s o for day to be fixed)
In re Clapham, dec Langford v Yale
Smith & anr v Medhurst & ors
In re P Butler, dec Jonas v Adshead
In re Baxter Union of London & Smith's Bank v Baxter
In re Thomas Peacock, dec In re Constance D Peacock's Settlement Trusts Peacock v Peacock
In re Turle's Trusts Sanger v Turle
London County Council v The Port of London Authority
In re W Richard Jones, dec Peak v Jones
In re Cecilia Pearson, dec Pearson v Corpn of New Romney
In re Alfred Taylor, dec Walker v Taylor
In re W H James, dec Sulley v James
In re W Whetstone, dec Hiley v Whetstone
In re R H Ashworth ld Ibbetson v The Company
In re Sydney Phillips Porter v Atkin
In re A A Pryder, dec Burton v Kearsley
In re E Wilkinson, dec Cope v Warburton
In re Ogilvie, dec Ogilvie v Ogilvie
In re Sansom, dec Mansell v Sansom
In re Lipman Samuel, dec Jacobson v Samuel
In re R E des Salles d'Epinoix's Settlement d'Epinoix v Fettes
Lelyveld v Propps
Dodd v Cattell
Rural District Council of Croydon v Betts
In re J H Pocock, dec Ormond v Dew
In re Ann Parker (widow), dec In re Lunacy Acts 1890 to 1911 & In re The Trustee Act
In re Milner's Settlement In re D P Sands, dec Williams v Bicknell
In re Duncan, dec Duncan v The Public Trustee
In re De Reitzenheim's Settlement In re Beaumont, dec De Reitzenheim v Sturge
In re Laura Diana Milner, dec In re Fanny F S Milner, dec Egerton v Egerton
In re William Finch, dec Comfort v Holloway & anr
In re Sartorius's Settlement Baker v Sartorius
Vilanova v Olot & Gerand Ry Co (s o generally)
In re The Earl of Stamford & Warrington, dec Payne v Grey
In re Isabel O. Newton, dec Keble v Drake
In re William Morley, dec Altree v Morley
McIntyre v Peters (s o liberty to restore)
In re Francis W Godfrey, dec Godfrey v Godfrey
In re Charles Wilson, dec Wilson v Wilson
Bipsino (1910) ld v Engley
In re Josiah East, dec London County & Westminster Banking Co ld v East & ors
In re S H Walker, dec Fryer v Walker & ors
Ellis v Allen & anr
In re Dawson, dec Dawson v Dawson
In re David Stephen Jones, dec Phillips v Jones
In re Hannah Mordaunt, dec Mordaunt v Mordaunt
In re an Appln by Carl Lindstorm Aktiengesellschaft for registration of Trade Mark No 348,684 & In re The Trade Marks Acts
In re Belilios, dec Belilios v Belilios
In re an Appln by the English Record Co ld for registration of Trade Mark No 351,417 & In the Matter of Opposition thereto, No 5,709, by The Gramophone Co ld & In the Matter of the Trade Marks Act 1905.

Before Mr. Justice NEVILLE.
Retained Witness Action.
Peveler v Marshall

Further Considerations.
Mills v Horder
In re Morgan Williams, dec Hasluck v Williams
In re Benjamin Cope & Son ld Marshall v The Company
In re R H Hughes, dec Hughes v Hughes
In re Hall, dec Lyon v Lyon
In re Starkey, Leverson & Cooke Austin v London Joint Stock Bank ld
In re Middleton Bedstead Co ld Middleton v The Company
Craven v Andrews

Causes for Trial without Witnesses and Adjourned Summonses.
In re Gough Gough v Gough (s o)
Monk Bretton Colliery Co v Barnsley Main Colliery Co. (s o generally)
In re W Coates' Estate Coates v Coates (s o)
In re T F Wacher, dec Tunnard v Wacher (s o)
In re Palfreeman Public Trustee v Palfreeman
In re W H Gillett, dec Gillett v Marshall
In re David Scott, dec Overend v Kent
In re F Saville, dec. Fine v Saville
In re Rudge, dec & In re Settled Land Acts 1882 to 1890
In re G. Browse, dec Felgate v Bowden
In re C E Moule, dec Whenmouth v Booty
Mayor &c of the City of London v Horner
In re James Ellam, dec Ellam v Ellam
In re E A Overton, dec Overton v Wright
In re A Warde, dec Warde v Ridgeway
In re Application No 341,741 of Sandow ld & In re Trade Marks Act 1905
Lord Ashburton v Douglas
Same v Same
In re Annie Goff, dec Featherstonhaugh v Murphy
In re Vernon & Hudson's Contract & In re The Vendor & Purchaser Act
In re Viscount Hood's Estate Gregory v Hood
In re Levy, dec Heilbut v Hamilton
In re Edward Brook, dec Brook v Hirst
In re Mytton Harrison v Harrison
In re G J S Mosenthal, dec Mosenthal v Mosenthal
In re Simpson Coutts & Co v Church Missionary Soc
Israel v Israel
In re D S Johnston, dec Quirk v Lewis
In re Kensington, dec Kensington v Kensington
In re E W Jones' Trusts Jones v Jones
In re Harrison's Trusts Gilbert v Haslam
In re Lawford Lawford v Lawford
In re E W Rebbeck, dec Rebbeck v Rebbeck
In re C H Kent, dec Kent v Kent
In re Cope & Sons ld Marshall v The Company
In re T K Ramsey, dec Mulliner v Betts
In re H. Allen's Estate Allen v Jenkinson
In re W. Roberts, dec Jones v Williams
In re Grand Theatre (Middlesbrough) ld Dean v Kirk
In re Spencer, dec Blackburn v Spencer
In re A S Munns, dec Munns v Munns
In re Trumpers Settlement Harris v Meredith
In re H H Klug, dec Klug v Klug
In re F Cobb, dec Hammond v Cobb
In re S. Kenah's Settlement Kenah v Public Trustee
In re Mark Archer, dec Archer v Archer
In re Lord Northwick, dec Bathurst v Churchill
In re W H Warton's Will Trusts Allen v Gellatly
In re T H S Pullin, dec Pullin v Pullin
In re Nesfield, dec Barbet v Cooper
Glaze v Deeley
In re J. Ratcliffe, dec In re Lunacy Acts, 1890 to 1911 In re Trustee Act, 1893
In re Elizabeth Whiteside, dec In re Lunacy Acts, 1890 to 1911 In re Trustee Act, 1893
In re J Cuthbertson's Trusts Cuthbertson v Hammond
In re H Collis's Estate Foster v Collis
In re Rose, dec Crellin v Syrett
In re Wertheimer, dec Groves v Dunkelsbugler
In re C M Kuster, dec Lumb v Mascord
In re Sir J E A Murray Scott, Bart, dec Scott v Scott
In re Grimshaw, dec Grimshaw v Grimshaw
In re A M Smith, dec Trevor v Goodhall
In re M. Ogilvie, dec In re Settled Land Acts, 1882 & 1890
In re Bostock, dec Bostock v Cooke
In re McCowan, dec Honychurch v McCowan
In re G Jones, dec James v Daniel
In re J W Ward, dec Ratcliffe v Ward
Pretty v Pretty
In re Follett, dec Dods v Follett

Before Mr. Justice EVE.
Retained Witness Actions.
Cumberland v Haggie (s o generally)
Fernee v Gorlitz

Further Considerations.
Mealings v Wilkins
Manger v Collingwood

Causes for Trial without Witnesses and Adjourned Summonses.

In re De Noailles, dec Tufnell v Shepheard (s o)
In re Georgina Sinclair, dec Davies v Lennox (s o generally)
In re J W Layton, dec Coward v Layton (s o)
Fernee v Gorlitz
In re E A Evans, dec Evans v Evans (s o generally)
In re Vavasseur, dec Vavasseur Fisher v Frean
In re James Wood, dec Wilkinson v Wilson
In re John Walker, dec Hill v Tolson
In re O P Johnson, dec Wills v Johnson
In re Locke & Smith ld Wigan v The Company
In re Same Same v Same
In re Beckley Beckley v Beckley
In re Parks' Settlements Foran v Brace
In re Blake, dec Gawthorne v Giles
In re Clinton, dec Samuelson v Clinton
Rowe Bros v Walker Parker & Co (not before March 16)
In re Joseph Mears, dec Parker v Mears
In re Hellawell, dec Clarkson v Turton
In re G Meadows, dec Meadows v Meadows
In re Peat & Palmer's Shipbuilding Co & In re Vendor & Purchaser Act
In re A Trevener, dec Lawrence v Hill
In re Edward Pringle's Estate Pringle v Johnstone
In re Connolly, dec Walton v Connolly
In re James Holway, dec Head v Pitts
In re William Miller, dec Bromley v Earle
In re Ellen Waddington, dec Waddington v Waddington
In re T J Serle, dec Hedger v Hollingworth
In re John Hill, dec Fettes v Hill
In re G J G Tancred, dec Whitehead v Tancred
In re J E Gladstone, a Solicitor, & In re Taxation of costs
In re F Ingle, dec Nent v Attorney-Gen
In re C. M. Franklin, dec Gardiner v Gilmore
In re J M Marsden's Estate Marsden v Marsden
In re Blakston, dec Rennie v Evans
Checkogram (1908) ld v Churchill
In re L W S Innocent, dec Brangwin v Innocent
In re Joseph Leete, dec Dummett v Attorney-Gen
Clark v Dunn In re Newsham, dec Dowding v Whish
In re W. Townend, dec Knowles v Jessop
In re Brown, dec Fryer v Brown
In re Barton, dec Barton v Craddock
In re Morris Harris, dec Benjamin v Benjamin
In re J G Hutchison, dec Hutchison v Hutchison
In re North British Australasian Co ld Edwardes v The Company
In re A C Owen, dec Purchas v Owen
In re W Hay, dec Burkinshaw v Lilley
In re A E Smith, dec Lilley v Hay
Cook's Stores (Tunbridge Wells) ld v Cook
Webb v Croom
In re John Warwick, dec Thomas v Warwick
In re T Shaw, dec Allen v Shaw
In re Ellis Kislingbury & Co & Alfred Barclay's Arbitration & In re The Arbitration Act, 1889

Before Mr. Justice SARGANT.
Retained by Order.
Actions (with Witnesses).
From Mr. Justice SWINFEN EADY'S List.

Natural Color Kinematograph Co ld v Speer & Rodgers (s o generally)
Booth v Williamson (s o generally)
Columbia Government v Columbian Emerald Co ld (s o)
Carter v du Cros (s o generally)
Hill v Gorton (s o generally)
From Mr. Justice EVE'S List.
Causes for trial (with Witnesses).
Licenses Insce Corpn v Nat General Insce Co
In re Evison, dec Fawssett v Evison
George Mann & Co ld v Furnival & Co ld (not before March 9)

Adjourned Summonses.

In re Hervey-Bathurst's Trusts Loch v Hervey-Bathurst (s o generally)
In re H Ferraby, dec Ferraby v Ferraby
In re H Ferraby, dec & In re The Trustee Act, 1893
In re Matter of the Companies (Consolidation) Act & In the Matter of the National Telephone Co ld

Motions (by order).

Armstrong v Walton
Pond v Taylor (s o generally)
In re Smith Lee v Smith (s o generally)
Licenses Insce Corpn v National General Insce Co (s o generally)
Hatton v Car Maintenance Co ld

Causes for Trial (with Witnesses).

Mendelssohn v Traies & Son (s o pending settlement)
In re M S Cooper, dec Reeder v Curtis & ors (s o until further order)
In re Kenrick & Jefferson's Patent No 6,629 of 1903 (s o for amendment of specification)
Mills v Grundherr (s o liberty to apply to restore)
Brown v Brown (not before March 12, 1914)
Mercedes Daimler Motor Co ld v John Marston ld (s o generally)
Barnes v Goldfinch (stayed for security)
Naunton & ors v Whitehouse (s o)
Goodhind v Bexon (s o until further order)
Gabb v Richards & ors (s o generally)
Hughes v Evans (s o generally)
Hydroil ld v Joseph Crosfield & Sons ld (s o Easter)
In re G T Congreve, dec Moxon & ors v Dransfield (s o generally)
Wright & ors v Wright & anr (stayed for filing of depositions)
Edward Ernest Lehwess v The Newfoundland Oil (Parent) Development Syndicate ld & anr (s o generally)
Attorney-Gen, in relation to Pickfords ld v The Great Northern Ry Co
Clegg v Metcalfe
In re Letters Patent, No 19,949 & 19,949a of 1906, granted to W H Brown & In re Patents & Designs Act, 1907
In re Letters Patent, No 14,953 of 1908, granted to W H Brown & In re The Patents & Designs Act, 1907
In re Letters Patent, No 13,624 of 1908, granted to W H Johnson & In re The Patents & Designs Act, 1907
Baines v Wetherfield
Walton v Viola
Colman v Viola
Klein v Pritchard
In re the Matter of Trade Mark No 347,359 of W N Sharpe ld & In the Matter of Trade Marks Act, 1905 (to come on with action "Sharpe v Soloman")
In re C A Dunmall, dec Lloyd v Dunmall
Benskin's Watford Brewery ld v Henery
In re Capt. John Davis, dec Winter v Walters & anr
Hutchinson v Burton & anr

Before Mr. Justice ASTBURY.
Retained Matters.

In re John Fletcher, dec Potter v Pullan
Earp v Brownhills U D C

Causes for Trial (with Witnesses).

Morse v The Garnant Anthracite Collieries ld (s o Easter)
Garnant Anthracite Collieries ld v Morse (s o Easter)
In re M A Kerford, dec Job v Pilcher (not before April 7)
Pollard v How (s o generally)
Thornhill v Weeks
Fowke v Berington
Ashburton v Wemyss & ors (not before March 16)
Pessers Moody Wraith & Gunn ld v Cresset Automatic Machine Co
Abraham v Mundy
Pall Mall Land & Finance Corpn v Pennington
In re Frederick Cocker, dec Brewster v Ingamells (s o)
The Cold Store ld v Slaters ld
Johnson v Waymouth
Edmunds v Meredith
Patent File & Tool Co. ld v Boswell (s o generally)
Garratt v Midland Discount Co ld
In re The Harris Calculating Machine Co ld Summer v The Company
Edwards v Wilson
Bowman v National Labour Press ld
Smith v Colbourne
Hickman v New Spanish Shale Oil Co (s o Easter)
Francis Day & Hunter v B Feldman & Co (s o generally)
In re Henry S Hay & Son ld The National Bank ld v The Company
The British Wright Co ld v O'Gorman
Shearburn v Chertsey R D C (not before March 10)
Banton v Dale
Fergusson v Hill
Transvaal Lands Co ld v The New Belgium (Transvaal) Land & Development Co ld
Davis v Baxter & Caunter ld
Gresham Life Assce Soc v Crowther
Kernick v Humphries
J & R Oldfields ld v Electric Battery Co
Pugh v Riley (Coventry) ld
Attorney-Gen v Bowen
Castle v Fassnidge
Chappell & Co ld v Columbia Graphophone Co
Brinfield v Dlugoxz
Fuller v Chippenham R D C
Yates v Brown
Hadham R D C v Crallen
Howard v International Inventions & Finance Co ld
Gorlitz v Harrison

The Property Mart.

Forthcoming Auction Sales.

March 12.—Messrs. HARDY, SONS, & HOUSAY, at the Mart, at 2; Leasehold Manufacturing Premises (see advertisement, page iii, Feb. 28).
March 23.—Messrs. TUCKETT, WEBSTER & Co., at the Mart, at 2: Freehold Ground-Rents (see advertisement, back page, this week).
March 24.—Messrs. HAMPTON & SONS, at the Mart, at 2: Leasehold Property (see advertisement, page iii, Feb. 28).

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Feb. 27.

FILTERTIPS, LTD.—Creditors are required, on or before Mar 20, to send their names and addresses, with particulars of their debts or claims, to W. T. Piggott, 17, South st, liquidator
HALL AND SMARLE, LTD.—Creditors are required, on or before Mar 31, to send their names and addresses, and the particulars of their debts or claims, to A. Clifford Ridgway, Exchange bld s, New st, Birmingham, liquidator.
W. L. HAMILTON & CO, LTD.—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims to Charles Napier Cleverley, Tennal Grange, Harborne, Birmingham, liquidator.
IRVINE & CO., LTD.—Creditors are required, on or before Mar 13 to send their name and addresses, and particulars of their debts or claims, to Frederick Arthur Rich, 19, Buckingham st, Strand, liquidator.
SOUTHFIELD MANUFACTURING CO., LTD.—Creditors are required, on or before April 11, to send their names and addresses, and the particulars of their debts or claims to Mr. T. Threlfall and Mr. Ernest Smith, Bank of Liverpool chmrs, Nelson, liquidators.
STEAMSHIP "BLACK ROCK" CO., LTD.—Creditors are required, on or before Mar 20, to send their names and addresses, and full particulars of their debts or claims, to Alfred Rowland, Oriel chmbrs, 14, Water st, Liverpool, liquidator.
V. L. SYNDICATE, LTD.—Creditors are required on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Edward Reginald David James, 2, Broad Street pl, liquidator.
VERITAS FLANNEL CO, LTD.—Creditors are required, on or before Mar 14, to send their names and addresses, and the particulars of their debts or claims, to George Walker, Halifax Commercial Bank chmbrs, Bradford, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Mar 3.

FURNIVALS, LTD.—Creditors are required, on or before Mar 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Richard Eckroyd Clarke, Hanley, liquidator.

HASTINGS McLURE & Co., LTD.—Creditors are required, on or before Mar 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Edward Goodyear, 99, Cheapside, liquidator.

INTERNATIONAL AIR GAS CORPORATION, LTD.—Creditors are required, on or before Mar 27, to send their names and addresses, and the particulars of their debts or claims, to Frank Bradley, 26, Victoria st, liquidator

MODELS, LTD.—Creditors are required, on or before Mar 31, to send their names and addresses, and the particulars of their debts or claims, to Maurice George Chant, 31-34, Basinghall st, liquidator

A. E. WILKINSON, LTD., NELSON, COTTON MANUFACTURERS.—Creditors are required, on or before April 14, to send in their names and addresses, with particulars of their debts or claims, to Ernest Smith, 7, Grimshaw st, Burnley, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Feb. 27.

J. E. RHODES, LTD.
THE CLIFTON PARK (BLACKPOOL) RACECOURSE SYNDICATE LTD.
SMITHERS AND JEYNES, LTD.
CLARKE, STRAVENSON & CO, LTD.
THE DURA TREAD CO, LTD.
W. L. HAMILTON & CO, LTD.
THE OIL FLAME FURNACE CO, LTD.
PRINGLE AND WAINWRIGHT, LTD.
TALISMAN CO, LTD.
WARDS CLOTHING CO, LTD.
PICTURES, LTD.
FI P. SYNDICATE, LTD.
MIDLAND IGNITION CO, LTD.
MARCUS ETLINGER & CO, LTD.
DOVER AND DISTRICT RINK, LTD.
GENERAL CARRIERS AND MOTOR CONTRACTORS, LTD.
V. L. SYNDICATE, LTD.
ELECTROMOTOR EQUIPMENT CO, LTD.
PARADE CINEMA MARGATE, LTD.
CARDIFF SMOKELESS FUEL CO, LTD.
J. B. DRAKIN, LTD.
CLOVERINE FOOD CO, LTD.
STEAMSHIP "BLACK ROCK" CO, LTD.
ELIAS PURE RUBBER PROCESS, LTD.

London Gazette.—TUESDAY, Mar. 3.

WIDNES GLUE AND SIZE CO, LTD.
GUNA CONCESSIONS, LTD.
ANGLO-GERMAN EXHIBITION, LTD.
GOVERNORS OF THE PROPRIETARY COLLEGE AT CHATHAM HOUSE, RAMSGATE, LTD.
COOLGARDIE GOLD SYNDICATE, LTD.
BRITISH PROVIDENT TRUST, LTD.
GRAY, BARNES & CO, LTD.
ALBION SYNDICATE, LTD
KIS-BANYA MINING CO, LTD.
MINNA (NIGERIA) TIN CO, LTD.
WEST END MOTOR CO, LTD.
VRON WELSH SLATE QUARRIES, LTD.
ANIMATED TARGETS, LTD.
WALLSIDE HOLYWELL LEAD CO, LTD.
PRIESTFIELD STEAMSHIP CO, LTD.
ROCHEFORT STEAMSHIP CO, LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 27.

GREEN, WILLIAM GEORGE, Lee, Kent March 25 Sweet Bros v Macdonald Warrington J. Shallcss, Greenwich
MASON, RICHARD, Wakefield, Builder and Joiner March 26 Oakland Bros., Ltd. v Mason Joyce, J. Foster, Leeds

London Gazette.—TUESDAY, March 3.

PODMORE, JOHN, Bursem, Cab Proprietor March 30 Malkin v Podmore Joyce and Eve, JJ. Heaton, Bursiem
POSTON, CHARLES, Stevenage, Herts April 9 Poston v Poston and Another Sargant, J London, New Broad st

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb 27

ABRAHAM, EDWARD WILD, St Dunstan's hill Mar 31 Gasquet & Co, Great Tower st
ANDREWS, WILLIAM VIGNE, Lower Weston, Bath Mar 14 Sparrow, Bath
APCAR, Sir APCAR ALEXANDER, KCSI, Calcutta, India April 6 Sanderson & Co, Queen Victoria st
ARGYLE, FREDERICK, Leicester April 25 J & S Harris, Leicester
BOND, CYRIL, Ongar, Essex, Solicitor June 1 E F & H Landon, New Broad st
BROADLEY, THOMAS EGERTON, Alkham, nr Dover Mar 25 Kingsford & Co, Hythe
BURNETT, JAMES, Butterton, Staffs Mar 30 Bishton, Leek
BURT, FREDERICK NABOTH, Hitchin April 3 Munby & Sparkes, Crosby sq
CADOGAN, Hon MARY ANNE, Culford gdns June 1 Bischoff & Co, Great Winchester st
CHAMBERS, JOHN, Caythorpe, Lincoln, Farmer April 1 Peake & Co, Sleaford
CHAPMAN, ARTHUR STANLEY BETTS, North Audley st April 6 Sanderson & Co, Queen Victoria st
CLAUSEN, PIERRE JOSEPH, Colville gdns, Bayswater April 3 Rye & Eyre, Golden sq
COLCHESTER, ELIZABETH, Tivetshall, Norfolk Mar 27 Goodchild, Norwich
COUPE, JAMES, Oldham, Labourer Mar 31 Challinor, Manchester
CRAXFORD, DAVID, Uxbridge April 13 Woodbridge & Sons, Uxbridge
DODGSON, BRIAN, Galgate, Lancs Mar 18 Fawcett & Unsworth, Morecambe
DREVER, WILLIAM, Peterborough Mar 28 Hall & Campbell, Ely, Cambs
ELY, MARION ELIZABETH, Cheyne ct, Chelsea Mar 30 Strick & Bellingham, Swansea
EVANS, JOHN ARCHER, Llanfallteg, Pembroke, Farmer Mar 14 Lewis, Narberth
EXLEY, HANNAH, Menstone, Yorks April 15 Weatherhead & Knowles, Bingley
FIRTH, MARY ANN, Leeds April 15 Tunnett, Leeds
GAST, AGNES ELIZABETH, Tunbridge Wells April 3 Templer, Tunbridge Wells
GIBBS, EDWARD ALBERT CHRISTIAN, Avenue rd, Regent's Park April 6 Peacock & Co, Gray's inn
GOODMAN, GEORGE, Cheetham, Manchester Mar 24 Field & Cunningham, Manchester
GORDON, JOSEPH, Cheetham, Manchester, Box Manufacturer Mar 24 Field & Cunningham, Manchester
GRANT, JOHN, King's Heath, Birmingham Mar 25 Price & Co, Birmingham
HACK, HENRY, Langley Gorse, near Erdington, Warwick Mar 27 Meredith & Mills' New sq, Lincoln's inn
HART, ELIZABETH, Middlesex st, Aldgate Mar 28 Myers & Son, Wormwood st
HATELEY, JAMES, Erdingtin, Birmingham April 4 Locker, Birmingham
HATELEY, MARY ANNE HARLOW, Erdington, Birmingham April 4 Locker, Birmingham
HEYSHAM, BARRINGTON FREDERICK, Hove Mar 23 Jacomb-Hood, Bishopsgate
HEYSHAM, CHARLOTTE MARY, Hove Mar 28 Jacomb-Hood, Bishopsgate
HEYWOOD, SOPHIA, Clifton, Bristol Mar 31 Strickland & Fletcher, Bristol
HOPE, WILLIAM HENRY, Liverpool, Provision Merchant April 3 Johnson & Son, Liverpool
HUTCHINSON, WALTER WALSHAW, Barnsley April 5 Newman & Bond, Barnsley
JARVIS, LYDIA, Kenilworth, Warwick April 11 Campbell & Co, Warwick
JONES, Rev FRANCIS GRIFFITH, Conway, Carnarvon Mar 25 Porter & Co, Conway
LEVIEN, BENJAMIN, Manchester Mar 24 Dixon & Co, Manchester
LONGMAN, ROBERT HENRY, Brighton April 1 Evans & Co, Theobald's rd
LORING, HENRY LLOYD, Petham, nr Canterbury April 4 Barnard & Tailor, Lincoln's inn fields
MARSHALL, SARAH JANE HENRY, Hulme, Manchester April 30 Challinor, Manchester
MARTIN, THOMAS, Plympton St Mary, Devon, China Clay Merchant Mar 27 Woolcombe & Sons, Plymouth
MCKECHNIE, DUNCAN, Runcorn, Chester Mar 31 Brewis & Sons, St Helens
MORT, THOMAS, Lowton, Lancs Mar 27 Price & Jackson, Wigan
MULLEY, WILLIAM, Overcliff, Gravesend April 11 B & F, Tolhurst, Gravesend
NEWBY, THOMAS, Cockerham Lancs, Farmer Mar 31 Clark & Gardner, Lancaster
OUTEN, MARY, Reading April 4 Field, Reading
PANNIERS, JANE, Powick, Worcester Mar 5 Coombs, Worcester
PERCIVAL, JOHN GUTHRIE, Down st, Piccadilly Mar 28 Neale, Temple house Temple av
PICTET, ROSE PEINSEP, Sutton, Surrey Mar 31 Gibson & Co, Portugal st bldgs, Lincoln's inn
PORTER, JOHN, St John in the Vale, Cumberland, Farmer Mar 31 Scott & Co, Penrith
PORTER, RICHARD THOMAS, Beckenham, Kent April 8 Biddle & Co, Aldermanbury
PRESTON, CECIL EVANS, Middlesbrough, Solicitor Mar 27 Nancarrow, Middlesbrough
QUARME, ANNE EASTER, Lancaster Mar 31 Clark & Gardner, Lancaster
REDMAYNE, ELIZABETH, Cottingham, Yorks April 30 Hall & Co Manchester
RENSHAW, LUCY, Hellingley, Sussex April 17 Tatham & Co, Manchester
RIDLEY, MARY HELENA, Teddington April 25 Gover & Co, Old Jewry chmbrs
ROBERTS, ADA, Margate Mar 24 Hanson & Smith, Hammersmith rd
ROBERTSON, HARRY LENNOX, Ringwood, Hants, Dentist Mar 24 Childs & Co Southampton st, Bloomsbury sq
ROBINSON, WILLIAM, Blackburn Mar 31 E & B Haworth, Blackburn
SCOTT, MARY ADELAIDE, Holland rd, Kensington Mar 26 Hopgood & Downons, Spring gdns
SCRIVNER, EMMA, Coleshill, Warwick June 24 Coley & Coley, Birmingham
SHARPLES, JOHN ROBERT, Huncoat, nr Accrington, Innkeeper Mar 31 E & B Haworth Blackburn
SMITH, ALBERT ISHERWOOD, Blackpool Mar 13 Chambers & Chambers, Denton, nr Manchester
SMITH, GEORGE LAW, Bradford, Woolsorter Mar 14 Trewavas, Bradford
SPIBY, PETER, Bury, Greengrocer April 1 Butcher & Barlow, Bury
STUCKEY, MARY ANN, Clevedon, Somerset Mar 25 O'Donoghue & Forbes, Bristol
TAYLOR, WILLIAM, Kingston upon Hull April 9 Gale & Easton, Hull
TEMPLER, AUGUSTA NOEL, Exeter Mar 31 Buckingham & Kindersley, Exeter
TRACY, ROSA MARY HANBURY, Ecclestone sq Mar 31 Foyer & Co, Essex st, Strand
TROOD, PRISCILLA, St. Agnes, Cornwall, Mar 28 Hancock, Truro
TRUBSHAW, RICHARD HARTLEY, Little Haywood, Staffs Mar 25 Stubbs, Burston Hall, Stone
VERLANDER, JOSEPH, East Ham, Builder April 11 Anning & Co, Cheapside

VINCENT, EMILIA, Reading Mar 25 Vincent, Ryde
WALKER, EDMUND, Turton, Lancs, Yarn Merchant April 8 Fullagar & Co, Bolton
WALKER, JOHN, Reighton rd, Clapton Mar 31 Odhams, Ludgate hill
WHEELER, Rev ALFRED WILLIAM, Hoo St Mary, nr Rochester Mar 27 Goddard & Co, Clement's inn, Strand
WINSTANLEY, HERBERT, Basinghall st Mar 31 Hardisty & Co, Great Marlborough st
YELDHAM, KATE, Brewer st, Victoria Mar 27 Charles & Dayrell, Moorgate st

London Gazette.—TUESDAY, Mar 3.

AINSWORTH, ADAM, Barrow in Furness April 7 Townsend, Barrow in Furness
ARTHUR, EMILY SELINA, Exmouth April 11 Orchard & Son, Exmouth
BARBS, SARAH, Rushton, Northampton Mar 31 Wright & Co, Leicester
BRESTON, MARY, Cheswardine, Salop April 3 Onions & Davies, Market Drayton
BLAKELIDGE, JANE, Sowerby Bridge, Yorks April 11 Clarkson & Son, Halifax
BOWER, MARY, Huddersfield Mar 31 Leonard, Huddersfield
BRADSHAW, BEN BROADBENT, Saddleworth, Yorks April 6 Rowbotham, Oldham
CARNAC, FRANCES RIVETT, Winchester April 3 Guise, Newnham, Glos
CLARK, JAMES, High rd, Streatham, Plate Glass Factor Mar 26 Burton & Son, Bank chmbrs, Blackfriars rd
COCKS, REGINALD HOWARD, Abingdon, Berks April 14 Capron & Co, Savile pl, Conduit st
CORE, MARY ANN, Newton Saint Cyres, Devon Mar 27 Dunn & Baker, Exeter
CRITCHLEY, ROBERT ILLINGWORTH, Batley, Yorks May 1 Watts & Son, Dewsbury
CROSS, DANIEL, East Stonehouse, Devon April 6 Ginn & Porter, Plymouth
DANCE, GEORGE, Eastbourne April 25 Stapley, Eastbourne
ELSTON, JOSEPH, Hanover sq April 3 Goddard & Co, Clement's inn
FLEETWOOD, CHARLES, Brighton Mar 26 Fitzhugh & Co, Brighton
FOWLER, HERBERT, Maidenhead April 6 Stuchbery, Maidenhead
GILL, EMMA, Torquay, China Dealer Mar 25 Glanfield & Glanfield, Torquay
GREGG, MARGARET, West Kirby, Cheshire April 1 Woolcott & Co, West Kirby
HARDY, GEORGE ROBERT, Denton rd, Wandsworth Common, Commercial Traveller Mar 26 Burton & Son, Bank chmbrs, Blackfriars rd
HORLOCK, ROBERT RICHARD, Mistley, Essex, Barge Owner April 3 Synnot, Manningtree, Essex
JOHNSON, FREDERICK APPLEYARD, Soham, Cambridge April 10 Debenham & Sugar Gresham bldgs, Basinghall st
JONES, THOMAS, Shoreham by Sea, Sussex, Licensed Victualler April 6 Gates & Gates, Brighton
KENDALL, ALICE, Blackheath April 14 Trinder & Co, Leadenhall st
MASSEY, MARGARET ANN, Tyrwhitt rd, St John's Mar 26 E & J Mote, South sq, Gray's inn
MILLS, JANE, Honor Oak, Surrey April 1 Gerrish & Foster, College st
RAWLINS, Dr WILLIAM PETER, Greencroft gdns, Hampstead April 10 Debenham & Sugar, Gresham bldgs
ROGERS, EMILY, Plymouth April 6 Ginn & Porter, Plymouth
ROLLISON, ARTHUR, Laughton, Lincoln, Farmer Mar 30 Kingdon & Co, Lawrence in
SOUTHAN, WILLIAM, Prestwich, nr Manchester, Insurance Agent Mar 25 Norton & Howe, Manchester
STANNERS, JOHN, Wooler, Northumberland, Grazier Mar 7 Smith, Berwick upon Tweed
STANTON, CHARLES HOLBROW, JP, Stroud, Glos May 1 Stanton & Hudson, Cannon st
STARLING, RUTH ELEANOR, Great Yarmouth Mar 16 Burton & Son, Great Yarmouth
STEPHENS, WILLIAM RICHARD, Eastbourne Mar 31 Carter & Barber, Eldon st
STOTT, JAMES, Rochdale, Cashier April 4 Brierley & Hudson, Rochdale
SUTTON, MARY OGDEN, Tunbridge Wells April 17 Cheale & Son, Tunbridge Wells
SYKES, Sir TATTON, Sledmere, Yorks May 4 Crust & Co, Beverley
TAYLOR, GEORGE, Brentford, Middlx, Baker April 14 Woodbridge & Sons, Serjeant's inn
TWEEN, CHARLES FREDERICK, Twickenham Mar 26 Thrupp & Co, Old Cavendish st
WEBB, CHARLOTTE, Cressage, Salop April 1 Thomas, Ellesmere, Salop
WHALE, WILLIAM, Bowes Park, Middlx April 10 Debenham & Sugar, Gresham bldgs
WILBRAHAM, LIONEL BOOTLE, Andover, Southampton Mar 14 Kearsey & Co Canon st
WITHY, HENRY DAUBENY, West Hartlepool, Marine Engineer Mar 14 Fryer & Webb, West Hartlepool
WOOD, NELLY, Knutsford, Chester Mar 26 Ashworth & Inman, Manchester
WRIGHT, CHARLES BINGHAM, Nottingham Mar 31 Meredith & Mills, New sq

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 27.

RECEIVING ORDERS.

ALEXANDER, HENRY SULLIVAN, Cowley st, Westminster, Secretary High Court Pet Jan 24 Ord Feb 17
ATKINSON, JOHN, Middleton, Tyas, Yorks, Farmer Northallerton Pet Feb 23 Ord Feb 23
BEHRENS, FREDERICK ISAAC, Barnsley, Electrical Engineer Barnsley Pet Feb 23 Ord Feb 23
CARBURY, T, Aldershot, Boot Dealer Guildford Pet Jan 12 Ord Feb 24
CLEMENT, SYDNEY FREME, Shotton, Flint, Surgeon Chester Pet Feb 2 Ord Feb 23
COTIN, CHARLES CLEMENT, Denmark st, Charing Cross rd, Ornamental Hair Manufacturer High Court Pet Feb 4 Ord Feb 24
CROCKER, ERNEST JOHN, Dulverton, Somerset, Cycle Agent Exeter Pet Feb 24 Ord Feb 24
DEWITZ, HEINRICH JOACHIM MARTIN WERN, Brewer st, Piccadilly cir, Importer High Court Pet Jan 3 Ord Feb 24
DIAMANDIS, THEODORE, Muswell Hill, Tobacco Merchant High Court Pet Nov 18 Ord Feb 23
ELSON, EDGAR ARCHIBALD, Aberdare, Gent's Mercer Aberdare Pet Feb 23 Ord Feb 23
GILTROW, DAVID, Pottesgrove, Bedford, Licensed Victualler Luton Pet Feb 23 Ord Feb 23
GLYNN, A H, Philpot ln, Tea Dealer High Court Pet Jan 16 Ord Feb 21
GOODMAN, JOHN T W, Bury st, St James's, Tailor High Court Pet Jan 24 Ord Feb 20
GOODWIN, ERNEST, Morecambe, Traveller Preston Pet Feb 24 Ord Feb 24
HAMER, HENRY Cwmdauddwr, Radnor, Farmer Newtown Pet Feb 9 Ord Feb 24
HAYMAN, ALBERT HENRY, Garfield rd, Lavender hill, Tailor Nottingham Pet Feb 23 Ord Feb 23
HEALD, ALFRED, Sandy ln, Weaverham, Relieving Officer Nantwich Pet Feb 23 Ord Feb 23
HOLMES, WILLIAM EDWARD, Sprowston, Norwich, Coal Dealer Norwich Pet Feb 23 Ord Feb 23
JEFFREY, GEORGE, Belford, Northumberland, Licensed Victualler Newcastle upon Tyne Pet Feb 24 Ord Feb 24
LLOYD, JAMES, Llandrindod Wells, Radnor, Carpenter Newtown Pet Feb 24 Ord Feb 24
NEWMAN, THOMAS HENRY, York, Tailor York Pet Feb 7 Ord Feb 23
O'TOOLE, JOSEPH MARTIN, King William st, Tailor High Court Pet Feb 3 Ord Feb 25
PARKINSON, WILLIAM HERBERT, Manchester, Oil Merchant Manchester Pet Feb 11 Ord Feb 23
PHILLIPS, JOHN, Tonyrefail, Glam, Collier Pontypridd Pet Feb 23 Ord Feb 23
RHODES, SAMUEL, Forest Hill, Kent, Dairyman Greenwich Pet Feb 4 Ord Feb 24
SHACKLETON, WILLIAM, Smithy Bridge, nr Rochdale, Incandescent Dealer Rochdale Pet Feb 24 Ord Feb 24
SMITH, JAMES WILLIAM GILBART, Cambridge ter, Hyde Park Hastings Pet Nov 27 Ord Feb 23
SOLOMON, JAMES, St Columb Minor, Cornwall, Cab Proprietor Truro Pet Feb 24 Ord Feb 24
TAYLOR, GEORGE, Stourbridge, Iron plate Worker Stourbridge Pet Feb 24 Ord Feb 24
THOMAS, ENKIN, Lee, Kent, Grocer, Greenwich Pet Jan 31 Ord Feb 24
TUNGATE, STEPHEN, Norwich, Building Surveyor Norwich Pet Feb 25 Ord Feb 25
WADSWORTH, OSWALD, Huddersfield, Auctioneer Huddersfield Pet Feb 23 Ord Feb 23
YELL, SAMUEL HARRY, Canterbury ter, Maida Vale, Builder High Court Pet Feb 25 Ord Feb 25

ORDER RESCINDING RECEIVING ORDER.

BLACKWELL, GEORGE GROVE, Victoria st High Court Pet Nov 28, 1913 Ord Dec 16, 1913 Resc Feb 24, 1914

FIRST MEETINGS.

AINSWORTH, ERNEST HENRY, Chelmsford Cycle Agent Mar 11 at 12 14, Bedford row
BARTLETT, HENRY ARTHUR, and ARTHUR BARTLETT, New Malden, Surrey, Decorating Contractors Mar 9 at 11 132, York rd, Westminster Bridge rd
BEHRENS, FREDERICK ISAAC, Barnsley, Electrical Engineer Mar 9 at 10.30 Off Rec, County Court hall, Regent st, (Eastgate entrance), Barnsley
BROOKS, EDWARD, Somersham, Huntingdon, Grocer Mar 7 at 12 Off Rec, 5, Pettycury, Cambridge
CARBURY, T, Aldershot Boot Dealer Mar 9 at 12 132, York rd, Westminster Bridge rd
COOPER, ALFRED, Burnham on Crouch, Essex, Boot Dealer Mar 9 at 11 14, Bedford row
COTIN, CHARLES CLEMENT, Denmark st, Charing Cross rd, Ornamental Hair Manufacturer Mar 10 at 12 Bankruptcy bldgs, Carey st
DEWITZ, HEINRICH JOACHIM MARTIN WERN, Brewer st, Piccadilly cir Mar 9 at 1 Bankruptcy bldgs Carey st
DIAMANDIS, THEODORE, Birchwood av, Muswell Hill, Tobacco Merchant Mar 10 at 1 Bankruptcy bldgs, Carey st
DUCKERS, ETHELBERT BECKETT, Manchester, Oil Merchant Mar 9 at 3 Off Rec, Byrom st, Manchester

FIELDING, JOHN, Glossop, Derbyshire, Builder Mar 9 at 2.30 Off Rec, Byrom st, Manchester
FORSHAW, AUSTIN FRANCIS, Waterloo, Lancs, Cotton Operator's Clerk Mar 1 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
GLYNN, A H, Philpot ln, Tea Dealer Mar 9 at 11 Bankruptcy bldgs, Carey st
GOODMAN, JOHN I W, Bury st, St James's, Tailor Mar 9 at 12 Bankruptcy bldgs, Carey st
HANNEY, ALBERT JOSEPH, Wyke Regis, Weymouth, Farmer Mar 10 at 12.30 Off Rec, City chmbrs, Catherine st, Salisbury
LEGGOTT, WALTER, Doncaster Mar 12 at 12 Off Rec, Figtree ln, Sheffield
MATHEWS, JAMES, Ystradgelite, Brecknock, Farmer Mar 7 at 11 Off Rec, Government bldgs, St Mary st, Cardiff
NEWICK, JAMES HENRY, Hinton Saint George, Somerset, Farmer Mar 10 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
NEWMAN, THOMAS HENRY, York, Tailor Mar 10 at 3 Off Rec, The Red House, Duncombe pl, York
O'TOOLE, JOSEPH MARTIN, King William st, Tailor Mar 10 at 11.30 Bankruptcy bldgs, Carey st
PARKER, ARTHUR BURGESS, Norwich, Commercial Clerk Mar 7 at 12 Off Rec, 8, King st, Norwich
PHILLIPS, JOHN, Tonyrefail, Glam, Collier Mar 9 at 11.15 Off Rec, St Catherine chmbrs, St Catherine st, Pontypridd
POSTEL, ALBERT HENRY, Chiswick, Publisher Mar 11 at 11.30 14, Bedford row
RUSSELL, FRANCIS ROBERT, Raunds, Northampton, Butcher Mar 7 at 12.45 Coffee Tavern, Raunds
SHEEHAN, PATRICK EDMOND CAMPBELL, Richmond, Surrey Mar 9 at 11.30 132, York rd, Westminster Bridge rd
SIMKONS, ALBERT FREDERICK, Palmer's Green, Builder Mar 11 at 11 14, Bedford row
SMITH, JAMES WILLIAM GILBART, Cambridge ter, Hyde Park Mar 9 at 11.30 Off Rec, 12a, Marlborough pl, Brighton
SPINKS, WALTER, Norwich, Boot Dealer Mar 7 at 12.30 Off Rec, 8, King st, Norwich
YELL, SAMUEL HARRY, Canterbury ter, Maida Vale Builder Mar 11 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ATKINSON, JOHN, Middleton Tyas, Yorks, Farmer Northallerton Pet Feb 23 Ord Feb 23
BARTLETT, HENRY ARTHUR, and ARTHUR BARTLETT, New Malden, Surrey, Decorating Contractors Kingston, Surrey Pet Feb 21 Ord Feb 25
BEHRENS, FREDERICK ISAAC, Barnsley, Electrical Engineer Barnsley Pet Feb 23 Ord Feb 24
CAMPBELL, WILLIAM, Victoria st, Westminster, Merchant High Court Pet Nov 17 Ord Feb 23
CLEMENT, SYDNEY FREME, Shotton, Flint, Surgeon Chester Pet Feb 2 Ord Feb 24
CROCKER, ERNEST JOHN, Dulverton, Somerset, Cycle Agent Exeter Pet Feb 24 Ord Feb 24
DAVIS, HENRY WILLIAM, Grafton st, Tottenham Court rd, Surgical Instrument Maker High Court Pet Feb 9 Ord Feb 24
ELSON, EDGAR ARCHIBALD, Aberdare, Genta.' Mercer Aberdare Pet Feb 23 Ord Feb 23
GILTROW, DAVID, Pottesgrove, Bedford, Licensed Victualler Luton Pet Jan 16 Ord Feb 24
GLYNN, ALFRED HENLEY, Philpot ln, Tea Dealer High Court Pet Jan 16 Ord Feb 24
GOLDMAN, MICHAEL JOSEPH, New Bond st High Court Pet Nov 3 Ord Feb 24
GOODWIN, ERNEST, Morecambe, Traveller Preston Pet Feb 24 Ord Feb 24
HAYMAN, ALBERT HENRY, Garfield rd, Lavender hill, Tailor Nottingham Pet Feb 23 Ord Feb 23
HOLMES, WILLIAM EDWARD, Sprowston, Norwich, Coal Dealer Norwich Pet Feb 23 Ord Feb 23
LLOYD, JAMES, Llandrindod Wells, Carpenter Newtown Pet Feb 24 Ord Feb 24
NEWTON, REGINALD ARTHUR, Old Burlington st, Solicitor High Court Pet Dec 24 Ord Feb 24
PEARCE, JOHN, Manchester, Chair Manufacturer Manchester Pet Feb 18 Ord Feb 24
PHILLIPS, JOHN, Tonyrefail, Glam, Collier Pontypridd Pet Feb 23 Ord Feb 23
SHACKLETON, WILLIAM, Smithy Bridge, nr Rochdale, Incandescent Dealer Rochdale Pet Feb 24 Ord Feb 24
SHEEHAN, PATRICK EDMOND CAMPBELL, Richmond, Surrey Wandsworth Pet Jan 13 Ord Feb 24
SMITH, JOHN EVERARD, Cardiff, Hotel Proprietor Bridgwater Pet Jan 7 Ord Feb 25
SOLOMON, JAMES, St Columb Minor, Cornwall, Cab Proprietor Truro Pet Feb 24 Ord Feb 24
TAYLOR, GEORGE, Stourbridge, Ironplate Worker Stourbridge Pet Feb 24 Ord Feb 24
TUNGATE, STEPHEN, Norwich, Building Surveyor Norwich Pet Feb 25 Ord Feb 25
WADSWORTH, OSWALD, Lindley, Huddersfield, Auctioneer Huddersfield Pet Feb 23 Ord Feb 23
YELL, SAMUEL HARRY, Canterbury ter, Maida Vale, Builder High Court Pet Feb 25 Ord Feb 25